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The Solicitors' Journal.

LONDON, DECEMBER 18, 1875.

CURRENT TOPICS.

A STATEMENT has been circulated that Mr. Hamel, the Solicitor to the Customs, is about to retire from the service. We are informed that Mr. Hamel has no intention of resigning his office.

THE QUESTION has been much discussed of late whether a judge of one of the divisions of the High Court of Justice, who is sitting as a member of the Court of Appeal, is competent to hear an appeal from an order made by a divisional court of his own division, even though he was not a member of the divisional court which actually made the order. The doubt arises upon the construction of the following clause in section 4 of the Judicature Act of 1875:—"No judge of the said Court of Appeal shall sit as a judge on the hearing of an appeal from any judgment or order made by himself, or made by any divisional court of the High Court of which he was and is a member." The question came before the Court of Appeal on Wednesday last, in *Fisher v. The Val de Travers Asphalt Paving Company*, and, as we have recorded elsewhere, it was decided in favour of the right of the judge to sit in the Court of Appeal. The court read "divisional court" in the only sense in which it could be reasonably read, and since Mr. Justice Brett was not a member of the divisional court which made the order appealed from, they held that he was not debarred from sitting on appeal. It should be noted that section 54 of the Act of 1873 (which is repealed by the Act of 1875, the above clause being substituted for it) was expressed in exactly the same words, except that instead "of which he was and is a member" the words were "of which he was himself a member." What could have been the object of the insertion of the words "and is"? It may be suggested that the object was to provide for the case of a judge, who had been present in the divisional court which made the order appealed from, but who, before the appeal came on to be heard, had been promoted to the office of an ordinary (permanent) judge of the Court of Appeal, and that it was intended that in such a case he should not be disqualified from hearing the appeal. The decision seems to dispose of the notion which was once propounded that the Lord Chancellor and the Master of the Rolls are disqualified from hearing appeals from the Chancery Division. We ventured to point out some weeks ago (*ante*, p. 21), with reference to the Lord Chancellor, that this idea was utterly unfounded.

INCONVENIENCES ARISING FROM STATUTORY OMISSIONS ARE constantly cropping up, which might be most easily remedied, yet nobody ever endeavours to remedy them. An instance of this is suggested by the case of *Rhodes v. Airedale Commissioners*, which recently came before the Common Pleas Division. We shall not give the details, inasmuch as the court took time to consider their judgment. It may be stated broadly, however, that the case turned, *inter alia*, on the question whether the award of an umpire under an Act incorporating the Lands Clauses Consolidation Act included elements of damage not legally the subject of compensation. The umpire had made a special award awarding a certain sum if he had

not power to state a special case; but if he had power to state a case, then making his award in the form of a special case. The case came before the Court of Common Pleas on demurrer last year (see L. R. 9 C. P. 508), when the court held, following the case of *Re Newbold and Metropolitan Railway Company* (14 C. B. N. S. 405), that there was no power to state a special case. The result of this decision was that, though the facts were all found by the umpire and the case was ripe for the decision of the court with regard to what constituted the proper elements of damage, the case had to go down for trial, in order that by the expensive machinery of a trial, the same questions might be raised for the court as were raised by the case stated by the umpire. The case has just been argued upon motion for a new trial. We do not mean to suggest that the decision of the Common Pleas was wrong, for there seems strong ground for thinking that, as the Lands Clauses Consolidation Act now stands, the arbitration under that Act is merely in the same position as the verdict of a compensation jury. But it does seem to us absurd that it should be so. It is a great inconvenience that no means are provided by the Act for settling, in the course of the assessment of the compensation, all questions of title and of what constitutes injurious affecting of the land. It is very unfortunate that the expensive process of an arbitration must necessarily be gone through with respect to matters to which it is uncertain whether they are lawfully included in the arbitration, and which, if included in the award, may entail the risk of invalidating it altogether. There ought to be some means of obtaining the opinion of the court upon the question whether a proposed head of claim is legitimate before the amount of damages under such head is determined; or if this is not feasible, at least the utmost possible facility should be given for settling all questions in the course of the progress of the assessment. There can be no reason why the arbitrator should not state a special case, or generally why arbitrations under the Lands Clauses Acts should not be put on the same footing in many respects as all other arbitrations. It is a disgracefully clumsy procedure to include all manner of things in the award, and then to make the only mode of enforcing the award, and ascertaining whether all these matters have been rightly included, an action on the award itself.

THE RECENT CASE of *Lucas v. Mason* (23 W. R. 924, L. R. 10 Ex. 267) is one of some public interest with reference to the powers and liabilities of chairmen of public meetings. The defendant was sued for an assault committed on the plaintiff by a person who acted as a "steward" in a public meeting of which the defendant was chairman. A disturbance having arisen the chairman said, "I shall be obliged to bring those men to the front who are making the disturbance. Bring those men to the front," upon which the "steward," aided by two policemen, brought to the front the plaintiff, who in fact was making no disturbance at all. The court distinguished the case from those where the relation of master and servant exists, or that of "principal and general agent, or agent for such cases as might occur in the absence of the principal." The direction given was, they say, "a particular direction as to a particular matter"; and in effect they limited the liability of the chairman to acts done in exact performance of the direction—that is to acts done upon the very men, whoever they were, who were in fact disturbers.

The functions of a chairman in preserving order in a meeting are delicate and difficult, and where he discharges them *bond fide*, and without undue haste or violence, he should as far as possible be protected from liability. This, no doubt, the court felt, and gave effect to that feeling by their decision; but we should have been glad to see something more approaching to guidance on the subject of the rights and duties of chairmen than is to be found in their judgment. The difficulty of laying down any general rules, however, the

court felt also, and in the result it can hardly be said that any rule is laid down by, or deducible from, the case. The case seems to have been left rather bare of evidence; no evidence was given as to the duty of the so-called "stewards," or of the policemen, or of their relation to the chairman; and it was not shown that any instructions had been previously given by him to them. Under these circumstances the court were probably right in holding that the direction was "a particular direction in a particular matter;" but their reasoning upon this assumption is not so clear and convincing as one could wish. The direction did not, they say, amount to "Determine who are the disturbers, and when you have done so bring forward those whom you so determine to be disturbers;" but the observation that "they (the stewards) were nearer to the plaintiff than was the defendant, and if in doubt might have referred to the defendant for further instructions," seems not a very happy reason for concluding that this was not the meaning. If the chairman was less able than the stewards to see who the disturbers were, there was a reason for his words having that meaning, and equally an absence of any reason for the stewards referring to the defendant to determine what, by the hypothesis, he was less able to judge of than themselves. There is, however, nothing inconsistent in saying that the direction was limited and precise, as if the chairman had said, "Bring forward those men in white coats," in which case he certainly could not have been held liable if the stewards had brought forward a man in a black coat and white hat.

The more important question then remains undetermined—what would be the liability of a chairman who was shown to have beforehand recognized certain persons as persons to maintain order under his directions; how far he would be liable if, under those circumstances, his own error or that of his subordinate mistook the innocent for the guilty; what measure he would be justified in using towards actual disturbers, and how far he would be liable for an excess of violence by his subordinates. Our own impression is that this question really depends upon principles applicable to the possession of land, and that it would be difficult if not dangerous to put it, as the court seem inclined to do, on the ground of the preservation of public order. The conveners of a public meeting, if they are preservers of public order, are self-constituted preservers, and can have no jurisdiction beyond that of other private citizens to make arrests. It may be, however, that they are the persons who, for the time being, have a right to the exclusive possession of the building in which the meeting assembles, and that those who come by their invitation also remain by their sufferance. And the exercise of their rights they delegate to the chairman, whether nominated beforehand or elected by the meeting. We do not know that the question has ever been decided, but we imagine that under ordinary circumstances it may well be within the right of those who hold the licence to use the building to maintain exclusive possession of it so long as their licence continues, and that they have a right either to dissolve the meeting or to eject any persons who disturb it, using no unnecessary violence. Such a right might easily be exercised in such a way as to make the meeting no longer a public meeting; but this is a matter quite extrinsic to the question of legal right. We are inclined to think that such a power exists, and it would certainly be highly convenient if it should be so held. It would not, however, include the right of doing anything beyond ejecting those who are there by their licence, by the most peaceable and shortest method, and could not justify anything like a capture and detention of offenders against the public order. Probably, in the absence of some specific evidence of personal direction and interference, any order given by the chairman ought to be construed as directing acts of the most strictly legal kind, and not as making him liable for excesses committed by his subordinates. We can see no harm likely to result from holding this to be the law; but it is impossible to say

that this, or indeed any other rule of conduct, is deducible from the recent case.

ON THURSDAY, Vice-Chancellor Malins had before him the case of *Edwards v. Edwards*, in which Vice-Chancellor Bacon, during the vacation, in effect decided that the appointment of a receiver is complete before he has completed his security. We commented on this decision at the time (23 SOLICITORS' JOURNAL, 878), and ventured to express an opinion, founded on the 24th consolidated order, r. 1, that the decision of the learned Vice-Chancellor was somewhat open to question. Vice-Chancellor Malins has, however, now decided to the same effect that an order to appoint A. B. receiver upon, his first giving security, takes effect from the date of the order so as to clothe the person named with all the powers of a receiver before completion of his security. It is understood the decision will be appealed from.

THE NEW PRACTICE.

SUMMARY.—The Court of Appeal has held that under section 4 of the Judicature Act, 1875, a judge of the High Court may sit as a member of the Court of Appeal on the hearing of an appeal from a decision, in which he has not taken part, of a divisional court of the division to which he belongs.

Vice-Chancellor Bacon has followed Vice-Chancellor Malins in holding that the provisions of the Companies Act as to staying proceedings against a company in course of winding up are still in force, and that applications for that purpose should be made to the Chancery Division.

Mr. Justice Quain has held, at chambers, that where interrogatories are delivered without an order, the common interrogatory as to documents will not be allowed.

The question whether the provisions of ord. 9, r. 6 with reference to service on partners, are applicable to proceedings under the Bills of Exchange Act, has come before Mr. Justice Quain at chambers, and he has decided the question in the negative.

ALLOWANCE FOR PRINTING PLEADINGS.—Considerable surprise has been expressed that no alteration has hitherto been made in the allowance specified in the additional rules of August 12, 1875, for printing pleadings, namely, "the amount actually and properly paid to the printer, not exceeding per folio," on either scale, one shilling. We print elsewhere a letter from a correspondent, who says that for the short common law pleadings, of some four to six folios, which he finds to be about the average length, he cannot get the work done for the scale fee of one shilling per folio, and copies are not being taken to the same extent as in former chancery cases, so as to recoup the extra outlay. If rumour speaks correctly the history of the matter is this:—an eminent firm of law stationers and printers were consulted before the scale fee was fixed, and they sent in an estimate which, by mistake, was considerably too low, and we are informed that they are now themselves unwilling to do the work on the terms specified in the scale and suggested by themselves. Whether this is so or not, it seems that the maximum fixed by the scale is, in the case of short pleadings, below the sum for which the work can be done. Is there any reason why the amount actually paid to the printer should not be allowed, subject to a discretion in the taxing master to disallow any sum he may consider excessive?

TERMS.—The Judicature Act, 1873, s. 26, did away with the division of the legal year into terms so far as relates to the administration of justice, but retained it when the terms were used for determining the time within which any act is to be done. This must be borne in mind in moving under 9 & 10 Will. 3, c. 15, s. 2, to set aside an award made in vacation, for, instead of having the whole of the next sitting in *Banco* in which to move, as would seem to be natural, the time is still restricted by the action of the section of the Judicature Act above noticed to the duration of the old terms. The object of the statutory provision in this particular instance was, no doubt, to insure that the award should, as soon as possible, become binding on the parties; but the extension of the time within which the motion might be made by a few weeks would not seem to be unreasonable. On the whole, it may be suggested that it would have been more desirable to retain the old expression "terms" to indicate the whole of the time between the vacations. As it is, a sitting commences on the 2nd of November and terminates on the 21st of December; the Christmas vacation commences on the 24th of December. What are the 22nd and the 23rd of December?

APPLICATION OF THE NEW PROCEDURE TO PROCEEDINGS NOT COMMENCED BY WRIT.—Mr. Bloxam, the Taxing Master in Chancery, has printed a valuable pamphlet, in which he discusses in much detail the effect of the Judicature Acts and rules with reference to proceedings not commenced by writ of summons. He first of all, from a consideration of sections 22 and 100 of the Act of 1873, and section 21 of the Act of 1875, the note at the head of the schedule of rules, and ord. 1, r. 1, ord. 2, r. 1, and ord. 63, lays down the following propositions:—

"That the word action, as used in the Acts and rules, means a civil proceeding commenced by writ.

"That all suits which before the Acts were commenced by bill or information, are in future to be commenced by writ of summons, and to be called actions.

"That no pending suits, causes, or matters in chancery, or in the other courts not commenced by writ, are actions.

"That no future proceedings in any division, other than those commenced by writ, are actions, but are causes or matters.

"That the rules of court which relate exclusively to actions, do not apply to any pending proceedings in chancery, nor to any pending proceedings in any other court not commenced by writ, nor to any future proceedings in any division not commenced by writ.

"That where the expressions cause and matter are used, they include actions and, unless repugnant to the subject or context, every other proceeding in respect of which the jurisdiction is transferred to the High Court of Justice or Court of Appeal.

"That the use of the words plaintiffs, defendants, and petitioners does not necessarily define the nature of the proceeding."

He then considers in detail the rules with a view to ascertaining which of them apply to proceedings not being actions—that is (according to his construction), all pending proceedings in chancery and all future proceedings not commenced by writ of summons. The conclusions at which he arrives are briefly summed up as follows:—

"First. All the orders and rules, except the following, apply exclusively to actions.

"Secondly. The following, it is conceived, clearly relate to all causes and matters, viz.:—

"Rr. 14 to 23 inclusive of ord. 31. Ord. 33, relating to inquiries and accounts. Rr. 26 and 27 of ord. 36 [qy, as to 2. 27?], enabling the court to direct issues to be tried. Rr. 23 to 34 inclusive of same order, relating to assessors and referees. R. 4 of ord. 37, enabling the court to direct witnesses to be examined by an officer of the court or other person. Ords. 42 to 49 inclusive, relating to executions, unless s. 21 of ord. 42 is limited to actions. That these should apply to all orders in any proceeding is consistent with the 22nd section of Act, 1873 (see p. 16).

Rr. 1, 4, and 5 of ord. 52, relating to interlocutory orders as to *mandamus* injunctions and *interim* preservation of property, &c. R. 1 of ord. 54, merely directing application at chambers to be by summons. Ord. 55, relating to costs. This makes no change in the practice in chancery, except that it directs the costs of an issue to follow the event, unless the judge shall otherwise direct. Ord. 57, relating to time, r. 1 so far as it relates to judgments and orders, and r. 2 and 3. Ord. 58, relating to appeals. Rr. 5, 6, and 7 of ord. 61, relating to business to be transacted at chambers.

Thirdly. The following may, as above explained, apply wholly or partially, and more or less, according to the construction which may be put upon them, to causes and matters, viz.:—

"Rr. 4, 5, 9, 11, 13, 16, 18, 19, and 22 to 23 inclusive of ord. 19, relating to pleadings. Rr. 6 to 10 inclusive of ord. 27, relating to amendment of pleadings. Rr. 28, relating to demurrer. R. 11 of ord. 31, relating to inspection. Rr. 5 to 9 inclusive, and r. 14 of ord. 35, relating to district registrars. Rr. 2 and 3 of ord. 37, relating to evidence. Rr. 1 and 10 of ord. 40, relating to motion for judgment. Ord. 41, relating to entry of judgment. Ord. 56, relating to notices.

"Some in this third list will doubtless be considered applicable to all causes, as appears by the preceding remarks, but, not being so expressed, are not put in the second list."

Mr. Bloxam concludes his pamphlet with a consideration of the effect of the directions given by the judges as to the course of procedure in pending matters. We may, perhaps, hereafter return to this part of the pamphlet.

CASES OF THE WEEK.

JUDGES SITTING ON APPEAL FROM DECISIONS OF THEIR OWN DIVISIONS.—On Wednesday, December 15, the Court of Appeal was constituted of the Lords Justices James, and Mellish, Sir R. Baggallay, and Mr. Justice Brett. In *Fisher v. The Val de Travers Paving Co.*, an appeal was brought from the refusal of a divisional court of the Common Pleas Division to grant a rule *nisi* for a new trial. The divisional court had been, in fact, constituted by Lord Coleridge, Mr. Justice Archibald and Baron Amphlett, but still, as Lord Justice Mellish at once observed, the question arose upon the construction of section 4 of the Act of 1875 whether Brett, J., as a member of the Common Pleas Division, was not disqualified from sitting upon the hearing of the appeal. The Lord Justice said that it was impossible to make sense of the clause without either rejecting the words "and is" altogether or construing "divisional court" as meaning "division." As there could be no reason for an enactment that a judge should not be competent to take part in the hearing of an appeal from an order in the making of which he had not taken part, the only sensible construction which could be given to the clause would involve the rejection of the words "and is." The court adopted this construction and held that they were competent to entertain the appeal.

BILL OF EXCEPTIONS IN PENDING ACTION.—The same day, in a case of *Edmonds v. The Prudential Assurance Company*, an action commenced before the Judicature Acts came into operation, the question arose before the Court of Appeal whether the old or the new practice was to be followed. The case had been tried at the last Croydon Assizes before the Lord Chief Baron, and a bill of exceptions had been tendered. A difficulty arose in the Masters' office as to whether the judgment roll should be carried in and a note of error lodged according to the old practice, or whether the matter should be brought before the Court of Appeal under the new practice (Act of 1875, s. 22). Ultimately, the court decided that the case should proceed according to the old practice.

DEMURRER TO MERE MONEY CLAIM.—On Wednesday, December 15, before the Master of the Rolls, in a case of *Vagg v. Shippey*, a demurrer to a bill which had been filed before, and amended after, the Judicature Acts came into operation, was argued. The demurrer did not state the grounds on which it was based, but its substance, as stated

at the bar, was that the claim made by the bill was a mere money demand, and, therefore, not proper to be brought in a court of equity. The Master of the Rolls said:—The allegation is that this bill is demurrable as being a mere claim for money had and received to the use of the plaintiff. The suit was commenced before the Judicature Acts came into operation, but the bill was amended, and a demurrer to it filed, after the commencement of the new procedure. It is, therefore, a pending cause. Now, the 22nd section of the Supreme Court of Judicature Act, 1873, says that "all causes, matters, and proceedings whatsoever, whether civil or criminal, which shall be pending in any of the courts whose jurisdiction is so transferred as aforesaid at the commencement of this Act shall be continued and concluded as follows, that is to say, in the case of proceedings in error or on appeal or of proceedings before the Court of Appeal in Chancery, in and before her Majesty's Court of Appeal; and as to all other proceedings, in and before her Majesty's High Court of Justice." The result is that, the moment the Act passed, this branch of the court had the same jurisdiction over the subject-matter of the suit as if it had been commenced by a writ and declaration in money counts. Then the bill is demurred to on the ground that the claim has not been brought in the proper court. I overrule the demurrer with costs. This is all one court now, subject to the right of transfer from one division to another.

CONSENT TO TAKE EVIDENCE BY AFFIDAVIT.—On Thursday, December 9, before Vice-Chancellor Hall, in a case of *The New Westminster Brewery Company v. Hamah*, a suit pending at the time of the coming into operation of the Judicature Acts, and which had not proceeded as far as replication or notice of motion for decree, *Horton Smith*, for the defendant, moved that a notice of trial given to the defendant might be set aside, on the ground that the plaintiff company had consented to take the evidence in the cause by affidavit, and to proceed to the hearing under the old procedure. *Cookson, Q.C.*, and *Whitehorne*, for the plaintiff company, opposed the motion, and denied that they had consented. Hall, V.C., said that as there appeared to be a misunderstanding between the parties, he considered that, in order to show such a consent as was required by Ord. 38, r. 1, there must be a consent in writing. The consent could not be inferred merely from correspondence between the parties.

TRANSFER FROM DISTRICT REGISTRY.—On Tuesday, December 14, before Vice-Chancellor Bacon, *Methold* applied, under ord. 35, r. 13, for an order to remove an action from a district registry to London. The action was commenced in the Bradford district registry, and was marked for the Chancery Division, Bacon, V.C. The defendant made default in pleading, and the plaintiff was thereupon entitled, under ord. 29, r. 10, to set down the action on motion for judgment. Application was made to the Record and Writ Clerks to have it put into the judge's paper, but they declined on the ground that, the action not being in London, they had not power to do so. Bacon, V.C., made the order asked for, and directed that it should be served on the defendant.

STAYING PROCEEDINGS.—In a case of *In re The Stapleford Colliery Company*, before Vice-Chancellor Bacon, on Wednesday, December 15, *Kay, Q.C.*, and *Cracknall*, applied for a stay of execution against the goods of a company which is being wound up. The sheriff was in possession, and a sale had been advertised. Counsel cited the case of *Kingschurch v. The People's Garden Company* (24 W. R. 41), and a passage from the judgment of Vice-Chancellor Malins in the case of *Garbutt v. Favcus* (24 W. R. 91), where his lordship said, "My opinion is that the provisions of the Companies Acts as to jurisdiction in winding up are still in force, and that this branch of the court is that to which the application should be made." His lordship concurred in this expression of opinion, and made an order directing any further proceedings to be stayed, and the sheriff to give up possession.

ENFORCING PAYMENT OF MONEY UNDER AWARD.—In the Queen's Bench Division, on Tuesday, December 14, *In the Matter of an Arbitration between Robert Phillips and John*

Brooke Gill, C. Hall, moved, on behalf of Phillips, for a rule upon Gill to show cause why a sum of money directed to be paid by the said Gill to the said Phillips by an award should not be paid in pursuance thereof. Partnership disputes between the partners had been referred, in pursuance of a clause in the articles of partnership, to arbitration. An arbitrator was appointed by each of the parties, and they made and published their award in writing on the 6th of October. The articles of partnership, and the appointment of the arbitrators, were made an order of court on the 6th inst., and on the 9th inst., Gill was served with the award and order; and payment of the sum awarded was demanded; but payment had not been made. Blackburn, J., asked whether a motion for a rule nisi was the proper proceeding to take. *C. Hall* replied that, by ord. 1, r. 3, "all other proceedings in, and applications to, the High Court (i.e., than those mentioned in rr. 1 and 2, amongst which this proceeding did not appear) might, subject to the rules, be taken and made in the same way as they would have been taken and made in any court in which any proceeding or application of the like kind could have been taken or made if the Act had not passed." And by ord. 53, r. 2, "no rule or order to show cause shall be granted in any action, except in the cases in which an application for such rule or order is expressly authorized by these rules." There was no action pending between these parties, and, therefore, the rule did not apply. R. 3 of the same order, prohibiting motions without previous notice to the parties, excepted the cases "where the motion is for a rule to show cause only." The court granted a rule nisi.

EXTENDED TIME FOR MOVING FOR NEW TRIAL.—On Thursday, December 16, before the Queen's Bench Division, *C. Russell, Q.C.*, applied for permission to move the court, on the next sittings, for a new trial in a case of *Stribley v. The Parents' Insurance Company*, which was tried at the present Guildhall sittings before Mr. Justice Grove. There were points reserved which would come on in the usual way on motion for judgment; but a new trial was also desired, and the present application was made in order that there might be time to obtain a shorthand writer's note of the summing up. Blackburn, J., observed that it was of the utmost importance that motions not reserved should be brought on promptly. But on being referred to the concluding words of ord. 39, r. 1, and having learnt that *C. Russell* had been absent during the summing up, and that his junior, at the time, was at the Liverpool Assizes, the court (Blackburn, Quain, and Archibald, JJ.) granted the application.

ANNULING NOTICE OF MOTION OF APPEAL.—On Thursday, December 16, in the Queen's Bench Division, a point of some importance under ord. 54, r. 6, was raised in the case of *Bury v. The Exchange Trading Company (Limited)*. In that case a motion to sign judgment under ord. 14, r. 1, was made by the plaintiff before Master Pollock; the writ of summons being specially indorsed. The master dismissed the application. The plaintiff appealed to Mr. Justice Quain in chambers, who, after hearing the parties at considerable length, made an order empowering the plaintiff to sign judgment. Under ord. 54, r. 6, the defendant had a right to appeal by motion to the court, against this order within eight days, and by ord. 53, r. 4, two clear days' notice of such motion must be given to the other side. In the present case the day after the order of Mr. Justice Quain the defendant gave notice of motion. Two days after, on the day when the motion should have come on, it was postponed till next day at the request of the defendants. The next day the plaintiff's counsel attended, but no one appeared for the defendants. The solicitor for the defendants, however, promised that the motion should, without fail, be made on the day following. On the third day no counsel appeared for the defendants, and the plaintiff applied to have the motion dismissed. The court (Blackburn, Quain, and Archibald, JJ.) said that, having given notice of motion, the defendants were bound to move within reasonable time; that it would be unreasonable to expect the plaintiff to wait any longer, and that the notice of motion should therefore be annulled with costs.

APPEALS FROM PROBATE DIVISION.—The case of *Sydney v. Lord St. Leonards* was again before the Probate,

Divorce, and Admiralty Division on Tuesday, December 14, when *Hawkins*, Q.C., moved for probate of the will propounded (in its amended form) until the original or a copy could be brought into the registry, and of the eight codicils. Dr. Deane, Q.C., announced the intention of the defendants to appeal. Some discussion ensued as to the proper course for the appellants to adopt, and as to the effect of the 19th section of the Judicature Act, 1873, and of the recent order that all causes, matters, and proceedings transferred from the Court of Probate to the High Court should be continued and concluded in the same manner as they would have been continued and concluded in the Court of Probate; and as to the doubt whether the appeal should be taken at once to the new Court of Appeal or to the House of Lords, after a re-hearing, under the 60th rule of 1857. The president declined to give an opinion, pointing out that the mode of appeal was for the Court of Appeal to determine. Another question was as to the allowance of more than one set of costs out of the estate, Dr. Spinks applying for costs on behalf of an intervenor who did not intend to appeal. A discussion also took place as to the mode of dealing with the plaintiffs' demurrer to one of the pleas, which the plaintiffs declined to withdraw until the appeal was disposed of. Ultimately, Sir James Hannen reserved his judgment on the questions which had been raised.

EFFECT OF TAKING BILL OF LADING DELIVERABLE TO ORDER.

THE case of *Ogg v. Shuter* (24 W. R. 100), very recently decided by the Court of Appeal, turned upon a point of great importance to mercantile men. The case was originally decided by the Court of Common Pleas (23 W. R. 219, L. R. 10 C. P. 159) in the plaintiff's favour, the facts being as follows:—The defendant was the London agent of a foreign principal. His principal had sold certain potatoes to the plaintiff which were to be delivered free on board at Dunkirk in the plaintiff's sacks. There was to be a part payment as earnest, and payment of the balance was to be made by cash against bill of lading. The purchaser paid £30 on account of the price, and the vendor shipped potatoes under the contract at Dunkirk, and took a bill of lading making the goods deliverable to his order. When the ship arrived in the Thames the plaintiff, for some reason, erroneously supposed that the shipment was short by sixteen sacks, and refused to accept the vendor's draft for the balance of the price on that ground, offering, however, to pay for what might prove to be on board. The defendant then, by the vendor's direction, re-sold the potatoes. The plaintiff brought an action of trover. The questions raised were, first, whether the property in the goods had passed, and, secondly, if so whether the plaintiff could bring trover, not having paid the balance of the purchase-money. It was contended for the defendant that at least the vendor's lien for the balance of the price remained, and consequently trover would not lie, inasmuch as that form of action is based upon the right to immediate possession. The Court of Common Pleas decided, firstly, that the property had passed, and, secondly, they drew the inference that the plaintiff was not in default; that the sale was therefore tortious, and that, consequently, the vendor's lien was gone, and trover would lie. The Court of Appeal differed from the court below as to the inference to be drawn from the facts, and held the plaintiff to have made default in refusing to accept the draft. It appeared on the case as stated for the Court of Appeal that the plaintiff had refused to accept the draft at a date when he would have had ample time to ascertain whether the shipment was, in fact, short—viz., three days after the sacks were landed.

The questions thus arose whether the property had passed, and, if so, whether the defendant, on the plaintiff's default, was entitled to sell the goods. There have been many cases in which the effect of taking a bill of lading deliverable to order has been discussed. In some it has been held that when a bill of lading was so taken the

inference was that the property did not pass. In others the effect of so taking the bill of lading has been held to be merely a reservation of the vendor's right of lien. In the judgment of the court below it was pointed out that it was almost impossible to lay down any rule more definite than that the question whether the property passed in such cases was a question of intention, because the circumstance that the bill of lading was so taken might be coupled with many other circumstances material to the question whether the property passed, and the answer to that question must depend in each case upon the combination of circumstances peculiar to that case. In *Shepherd v. Harrison* (17 W. R. 609, 770; 20 W. R. 1; L. R. 4 Q. B. 196, 493, 5 H. L. 116) it was held that the inference to be drawn from the bill of lading being thus framed, and not forwarded by the vendor direct to the plaintiff, but sent to an agent with a draft for the purchase-money, in conjunction with a requisition by the vendor that a draft should be accepted against the bill of lading, was that the property was only intended by the vendor to pass on the acceptance of the draft. In *Ogg v. Shuter* the court below held that, notwithstanding the existence of similar circumstances, the property did pass, because there were other preponderating circumstances in the opposite direction, i.e., the delivery into the plaintiff's sacks and the part payment. The Court of Appeal did not expressly deal with the judgment below on this question. It was argued for the plaintiff that, assuming the property to have passed, the vendor had only, by the bill of lading, reserved his vendor's lien, and that a lien did not, on default in payment of the purchase-money, give any right to sell the goods to satisfy the lien. To this it was replied on the defendant's behalf that, even assuming that the sale was tortious, it did not follow the plaintiff could maintain trover, and that he could not do so having made default in payment of the purchase-money. The court did not exactly decide on these contentions, both of which assumed the mere existence of a vendor's lien. The judgment, which was very short, went on a point not precisely raised by either side, though suggested by the court in the course of the argument. The court decided that when a vendor shipping goods takes a bill of lading making the goods deliverable to his order, he retains, not a lien only, but a *jus disponendi*, or right to dispose of the goods in case of the purchaser's default. The court expressly declined to go into many of the questions raised during the argument, saying that the transactions between merchants where a bill of lading was taken to protect the vendor were so numerous and important that it was not desirable to decide more than was barely necessary to determine the particular case. They therefore decided merely that where the bill of lading is so taken and the purchaser makes default, the effect is that the *jus disponendi* is reserved to the vendor; the *modus operandi* of such reservation they left entirely in the dark.

It may be suggested that the result of such a reservation is either a right to re-vest the property in the vendor at his election on the purchaser's default, or a special right to re-sell while the purchaser continues in default. For if it be otherwise it must be on the footing that the property can never in such a case vest in the purchaser. This we cannot suppose the Court of Appeal can have intended to hold, unless they intended to reverse previous decisions, or rather, perhaps, to overrule the *ratio decidendi* of such decisions, which they certainly have not expressly done. The question whether property has passed arises in many relations—e.g., in cases where the question is who is to stand the loss of goods destroyed by fire or sea risks; cases where the question is whether the goods belong to the trustee of a bankrupt or to the purchaser, and various other cases. Some confusion is often created in such cases by the want of sufficient distinctness in the meaning attached to the term "property." It was rather indicated by the Court of Appeal that the question whether the property had passed, so often made the test and chief subject of discussion in cases of this

sort, was often in the nature of a misleading abstraction for want of being sufficiently restricted in its meaning by reference to the subject-matter of inquiry. The court dealt with the case thus: "Never mind whether the right of property had passed; that is a legal abstraction; what does a merchant who takes a bill deliverable to order mean to have a right to do if the purchaser makes default?" It is not always possible, however, to shelve these legal abstractions; they meet you if not at this turn then at the next in legal matters, and we confess that we should like to have seen the judgment on so important a point a little more reasoned out.

It would appear that, taking the previous decisions and *Ogg v. Shuter* together, there are two classes of cases—viz., those where the general property in the goods shipped under a bill of lading deliverable to the shipper's order has not passed to the vendee, and those where it has. In the first case, the form of the bill of lading may be an ingredient in the consideration whether the general property has or has not passed, but, it being once decided that the general property has not passed, no question can arise as to the vendor's power to dispose of the goods turning upon the form of the bill of lading. In the second case, though the general property may have passed to the vendee, still the vendor retains the possession of the goods, the captain being his agent, and he retains a kind of special property in the goods similar to that belonging to a pawnee of goods. We say similar, only, for here at once one of the difficulties which arises from the excessively anti-theoretical nature of the judgment suggests itself. A pawnee may sell to satisfy his debt, but as long as the goods pawned remain in his possession, the general property in them remains in the pawner. But then it may be urged that the vendor's position is altogether different from that of a pawnee; the latter never had the general property in the goods; he never had more interest than to the extent of the debt; the vendor had the general property in the goods originally, which was only taken out of him by a contract which the vendee has now broken. It may be argued that he ought to be remitted to his original general property. It may be reasonably suggested, on the other hand, that the right of the vendor in such a case is simply that of a pawnee. When the general property in the goods passed out of him all he was entitled to was the payment of the purchase-money, just as all the pawnee's interest is the payment of his debt. The judgment leaves these questions undetermined, being expressly limited to the decision that while the vendee continues in default the vendor has a right to sell, not stating how that right arises, or on what it depends, or what the limits of the right may be.

The decision is worthy of remark as a curious instance of judge-made law, and of the process by which practice from time to time develops into law. The laws of lien, of the liability of the innkeeper and of the carrier, are similar instances, only of long standing, of a positive right annexed by the law to certain contractual relations. In cases such as that we are discussing, when the general property has passed, what is the legal basis upon which the right to re-sell the goods can be placed? It may be said, as a matter of theory, that there was an implied contract that the vendor should have a right to retain the *jus disponendi* until the draft was accepted, but in substance and in fact there was no contract to that effect. The right is an incident which the law, from considerations of justice and expediency, annexes to the contract that the payment is to be by cash against bill of lading.

On Monday morning Vice-Chancellor Malins announced in court the death of Mr. Raven, of the firm of Raven & Hare, solicitors to the Treasury.

The Lord Chancellor has appointed Dr. Crichton Browne, superintendent of the Yorkshire West Riding Asylum, to be a visitor of lunatics, in the place of Dr. Bucknill, who has resigned owing to ill-health.

CROSSED CHEQUES.

NOTWITHSTANDING the weight of authority which a case so decided and affirmed as *Smith v. The Union Bank* necessarily carries with it, we find it impossible to acquiesce in the decision; and it appears to us to belong to that class of cases in which the courts, under the idea that they were taking a broad, practical view, have refused to give fair and full effect to legal rules which, by not being strictly observed, fail to effect the practical convenience they were intended to serve. The case starts with the admitted fact that the defendants had paid the cheque contrary to the express direction of the statute. The whole controversy, therefore, turns on whether the second element existed which was necessary to entitle the plaintiff to sue for this breach of a statutory duty, namely, damage to him flowing from the breach. The foundation on which the denial of this damage rests is the statement that the negotiability of the cheque was not "restrained" by the statute, coupled with the assumption that the person to whom the Union Bank paid it was a *bonâ fide* holder for value. It may be unfortunate that the concession was made, as it seems to have been in fact, that the person to whom the payment was made was a *bonâ fide* holder for value; but this is perhaps of less consequence because the court thought it right to inquire, and did inquire in fact, whether in the full sense of the word that person was a *bonâ fide* holder for value of a negotiable instrument. We may follow the court in that inquiry, and ask whether the negotiability of the cheque was, in any sense that could affect the holder, restrained by the statute. Now, that it was to some degree restrained by the statute is clear and certain; for it was restrained to this extent, that no holder was entitled to require payment, except the bankers with whose name it was crossed. But negotiability consists in two things—the power of transfer by delivery so as to confer a better title on the transferee than the transferor had, and the power in any lawful holder to require payment; and when no holder but one can so require payment, it is impossible with any accuracy to say that the negotiability is not restrained. But if the negotiability is thus, unquestionably, to some extent a curtailed or mutilated negotiability, is it logical to argue on the footing of its remaining a complete and perfect negotiability? We venture to think that it is neither logical nor reasonable.

Now, there is in ordinary negotiable instruments a well-known instance of qualified negotiability, which if the court had been anxious to give full effect to the statute, and had exhibited the flexibility of mind which characterized the judges who moulded mercantile custom into the present code of law on the subject, might have furnished them with a very good analogy. An overdue bill of exchange remains negotiable, but not wholly negotiable. One who takes it takes it subject to the equities which may attach to it at the time; in other respects it remains negotiable. If as much force had been attributed to the statutory rule, and to the common practice of the mercantile community, as was formerly attributed to mercantile practice without any statutory rule, the court would have found no difficulty in saying that one who takes a specially-crossed cheque, takes it with notice that its negotiability is restrained, unquestionably restrained, in one direction, and, so taking it, takes it only with the title of the transferor. Its negotiability remains in the same sense in which the negotiability of an overdue bill remains; the holder is entitled to require payment, but is so entitled only if the title of his transferor is good. How much this would have corresponded to the actual mercantile usage the communications addressed to the newspapers by bankers and others, indeed the almost universal voice of the mercantile world, proves; and how much it would have carried out the spirit and intention of the statute is obvious. The court say that if this were the meaning of the statute it ought to have been expressed. Why? If, as a matter of common

usage, cheques are specially crossed, and are so crossed obviously for some special reason affecting the person who crosses them, and if the statute, recognizing that practice, gives effect to the crossing by restraining payment except to the person named, surely it is competent to the courts, by the exercise of common sense, to put two and two together, and to say that all the world is bound to take notice of a usage so common and so recognized, to the extent of taking a cheque thus modified on the risk of the title being good? The alternative put by the courts as a "not very intelligible proposition," that a man might be a lawful holder and yet not entitled to payment, seems not worthy of those who propound it. If it is a puerile proposition it was unworthy of notice. But in fact it is not an unintelligible proposition; for the holder of an overdue bill of exchange may be a lawful holder and yet he may not be entitled to the money.

But the arguments by which it is sought to show that the plaintiff was not and could not have been damaged by the breach of the statutory duty are equally unsatisfactory. To a common understanding, they seem extraordinarily far-fetched, and when read under the light of subsequent comment they are, in many respects, palpably untrue. It is suggested that the holder might have gone to the drawer and asked for a new cheque in exchange. It is plain that no drawer in his senses would have given it. It is suggested that he might, with the drawer, have gone to the defendants and requested them to pay the cheque notwithstanding the crossing. Why should the drawer have done anything of the kind? We venture to think that if he had done so he would have placed himself in a very awkward predicament. And here we must notice one assumption expressly made by the courts, which is surely in the very teeth of the statute. The prohibition of payment, they say, "is for the direct benefit of the drawer, indirectly only for the benefit of the holder." What? Does the statute expressly give to the crossing of the holder the same effect as to that of the drawer, for the drawer's benefit? or is it even rational to suppose that the holder takes the trouble to cross the cheque to his own banker for the drawer's benefit? The supposition surely borders on the ludicrous. Again, it is suggested that the holder, keeping an account with the Union, might have handed it to them for value, or might even have gone to the London and County Bank and opened an account with them by paying the cheque. The answer of the bankers is that such a proceeding would, according to the practice of bankers, be impossible; and that the attempt would be more likely to end in an arrest than a banking account. But if it becomes necessary to have resort to these various suppositions, some incredible and some impracticable, for the purpose of showing that the holder could by a legal course have cashed the cheque, is it not a strong reason for saying that the holder was in fact in a very awkward predicament until he was relieved from it by the irregular act of the Union Bank cashier; and may it not be very justly argued that, but for that irregularity and breach of a statutory duty, the plaintiff would have had a very excellent chance of getting his money—especially when it is remembered that every day that passes over the head of a cheque tends to discredit it? There is a plain and obvious probability that, before the cheque could have got into its right channel, it would have been out of credit, and that, as it would have failed to make its appearance, the drawer, ascertaining that it had not been paid, would have satisfied the plaintiff's claim.

It is assumed by the court that this decision gives no currency to cheques with a forged indorsement. But is this so plain? Suppose the indorsement forged, but that the cheque were irregularly paid, as in this case, and so paid before the person truly entitled, ignorant of his loss or at a distance, had had time to warn the bank that it was not indorsed by him. The banker paying on the

forged indorsement is protected by statute. Nay, it is said, but he has paid contrary to the crossing. What then? it may be replied in the spirit of the present judgment, the plaintiff can only sue under the statute which protects crossing, and how is the plaintiff hurt? It only comes to this, that the holder might have got the cheque presented by the right channel, and where would the plaintiff be then?

Lastly, referring again to the assumption made by the court, that the statute only intended directly to protect the drawer, not the holder, an assumption plainly contrary to the statute, we will venture again to hazard the question, whether, if the drawer knew that the cheque had been paid contrary to the crossing and contrary to the statute, he would be warrant in allowing the payment in account between himself and his bankers. Probably he would not know, nor have the means of knowledge; but the court assume that he might know, and yet lawfully combine with the holder and the bank in defeating the true owner's direction, which the statute has made into a statutory mandate.

Surely such grounds as these are but a sandy foundation for a judgment, which, as the event proves, takes the world by surprise, and contradicts the ideas which have been long entertained by those most conversant with mercantile affairs. It is a judgment which seems to deal with words rather than things, and to search against the statute for suppositions of what might have happened, but did not, and which after the irregularity complained of never could happen, instead of construing and giving effect to the statute according to the actual facts of the case.

JUDICIAL STATISTICS, 1874.

II.—PRISONERS AND PRISONS.

THERE is a slight increase in the number of persons sent for trial for criminal offences in 1874 as compared with 1873; the total for 1874 being 15,195, or one for every 1,556 of the estimated population for that year. There were 62 commitments for murder, or five per cent. more than in the previous year; 40 for attempts at murder; 168 for shooting and stabbing; 248 for manslaughter; and 281 for burglary. Of the 15,195 persons committed, 6,770 were tried at the county quarter sessions, 1821 at the Middlesex county sessions, 2,996 at the borough sessions, 2,751 at the central assize courts, and 857 at the Central Criminal Court. As a result of the proceedings, the returns show that 3,649, or 24.01 per cent., were either acquitted or discharged through want of prosecution or through no bill being found against them. In 1873 the number was 3,757. Only 37 persons, against 47 in the previous year, were detained as insane: and of the remainder who had been sent for trial, 26 were sentenced to death; 1,690 to penal servitude; 9,313 to imprisonment; 173 to reformatories; and 307 to fine, or to be discharged on sureties. The total number of convictions was therefore 11,509, as against 11,089 in 1873. In 1874 the capital sentence was pronounced in 8 more cases than in the previous year, when 13 persons only were sentenced. In 1874 25 persons, including 6 females, were sentenced to death for murder, and one for piracy accompanied with violence and attempt to murder. Of this number 14 males and 2 females were executed, and in the case of 4 males and 2 females the sentences were commuted to penal servitude for life. Such was also the fate of the man convicted of piracy with violence. A male and a female were removed to Broadmoor Asylum as insane, and the sentence of one female was commuted to penal servitude for fifteen years.

In 1874 9 cases only were submitted for the decision of the Court of Criminal Appeal, against 24 in 1873; and in 5 of these the conviction was affirmed, while in the remaining 4 it was reversed. As is usually the case, the returns of the costs of criminal prosecutions are one year in arrear, and deal, therefore, with 1873. They show that the payments by her Majesty's Treasury on account of

criminal prosecutions in 13,519 indictments amounted to £109,965 10s. 10d., or an average of £8 2s. 8d. in each case. The payment from the same source in respect of 14,391 cases under the Criminal Justice Act, and of 2,968 cases under the Juvenile Offenders' Act amounted to £16,792 12s. 4d., being an average of 19s. 4d. in each case. As compared with the numbers and amounts for 1872, the foregoing figures show an increase of 58 in the number of cases tried on indictment, and of £2,989 17s. 5d., or 2·7 per cent., in the cost of these cases. There is a decrease of 24 in the number of summary proceedings, and of £180 7s. 10d. in the amount of costs of these proceedings; but in the average cost of cases tried on indictment there is an increase of £1 9s. 10d., and under summary proceedings there is an increase of 10d. in the average cost.

The total number of Mint cases prosecuted and concluded in 1874 was 48, and the costs incurred by the Treasury in respect of these cases amounted to £62,029 8s. 6d. The Solicitor of the Treasury prosecuted in 182 other criminal cases, the aggregate costs of which were £1,544 16s. 3d.

Under the heading of prisons, it appears that there were, during 1874, 166,588 persons committed, a number which shows an increase of 1,446, or 0·8 per cent., upon that for 1873.

The annexed table shows the different classes of commitments, and the numbers under each class:—

Remanded and discharged	11,054
For trial at assizes and sessions	13,176
Convicted at assizes and sessions (not previously in custody)	1,594
Convicted summarily	128,724
Want of sureties	3,232
Debtors and on civil process	5,158
Military and naval offences	3,650
	166,588

Among the re-committed prisoners in 1874 there is an increase of 1,883, or 3 per cent., as compared with the number for the previous year; and of the 63,157 persons who had been before committed, 21,807 had been sentenced once, 10,362 twice, 6,358 thrice, 4,754 four times, 3,324 five times, 4,405 six or seven times, 4,151 eight, nine, or ten times, and 7,996 above ten times. The higher proportionate number of females frequently re-committed is, say the returns, remarkable; and as usual by far the largest number of criminals committed to prison are between the ages of twenty-one and thirty. That class included 48,625 persons, and next in importance is the class aged from thirty to forty, which numbered 35,079. Of those committed 1,470 were under twelve, and 7,473 between twelve and sixteen years of age; and the proportion which the number under sixteen years of age bears to the total was 6 per cent. in 1874. The same was the case in 1873. Of the whole number of criminals committed 53,805 could neither read nor write; 98,533 could read, or read and write imperfectly; and 4,891 could read and write well. Superior instruction had been received by 188 persons, and the educational condition of 363 was not ascertained.

In addition to the 166,588 prisoners, including debtors and military and naval offenders, committed during the year, there were 17,734 in prison at the commencement of the year; and of the entire number 160,165 were discharged on termination of sentence or commitment, 4 escaped, 14 committed suicide, 174 died, and 15 were executed; while others were removed from local prisons to Government, and other, places of incarceration, to reformatory schools, and to lunatic asylums. At the end of the year, viz., September 29, 1874, 19,449 persons remained in prison, an increase of 1,715, or 9·6 per cent., as compared with the number at the commencement of the year on September 30, 1873. In 1874 the greatest number of prisoners under confinement at one time was 22,022; and the daily average was 17,896, or 216

more than in 1873. There were 108,503 prisoners under sentence of hard labour in 1874, an increase of 7,229 on the number for the preceding year. Of deaths from natural causes among prisoners there were 174; and there were reported 3,799 cases of sickness sent to the infirmary, 79,647 cases of slight indisposition, and 195 cases of insanity, the greatest number sick at one time having been 1,682.

Punishments for infraction of prison discipline were as follows:—

Whipping	163
Irons or handcuffs	60
Solitary or dark cells	16,331
Stoppage of diet, &c.	40,378
	56,932

This number shows an increase of 2,602 as compared with that for 1873; but in the number of whippings there is a decrease of 10.

(To be continued.)

Recent Decisions.

CONCEALMENT OF LOSS BETWEEN ACCEPTANCE OF RISK AND MAKING OF POLICY.

(*Lishman v. Northern Maritime Insurance Company*, Ex. Ch., 23 W. R. 733, L. R. 10 C. P. 149.)

This case presents in, perhaps, the strongest possible form the affirmation of the principles first laid down in *Cory v. Patton* (20 W. R. 364, L. R. 7 Q. B. 304), and since acted upon in several cases, that after the acceptance of the risk there is no obligation on the assured to communicate any information to the underwriter. In this case, after the acceptance of the risk, but before the execution of the policy, the ship was lost, and the fact became known to the assured; he nevertheless asked for and obtained the stamped policy. The Court of Common Pleas held that the assured was entitled to recover, and the Exchequer Chamber has affirmed the decision. The weight of recent authority in favour of the plaintiff was felt to be so great that on this branch of the case it was scarcely argued that he would not be entitled to recover, but for one circumstance. That circumstance was, that on issuing the policy the defendants had, with the consent of the plaintiff, inserted the additional term of a modified warranty against double insurance; but this was held to make no difference, and, indeed, the desperate nature of the argument shows how difficult it was felt to maintain the defence. For the future, therefore, the observations in *Mead v. Davison* (3 A. & E. 303), as to the non-communication of a loss which becomes known to the assured between the acceptance of the risk and the making of the policy, must be read in the light of the late decisions, and of the statute of 30 & 31 Vict. c. 23, which, by taking away the absolute inadmissibility in evidence of a slip, led the way to them.

The other branch of the case, which was founded on the above-mentioned warranty, does not call for observation.

RIGHT OF OCCUPIER TO BE ENTERED IN THE RATE-BOOK.

(*Smith v. Overseers of Seghill*, Q.B., 23 W. R. 745, L. R. 10 Q. B. 422.)

This decision puts a very important qualification on the language used in *Cross v. Aloop* (19 W. R. 131, L. R. 6 C. P. 315), if, indeed, it is reconcilable with the decision of that case. The appellants claimed to appear on the rate-book as occupiers of houses belonging to the owners of the mine in which they worked; they lived in the

houses rent free, but only so long as they were in the employment of the mineowners; if married men, the miners were entitled to an allowance until a house fell vacant for them, on which the allowance ceased; if unmarried, no such allowance was made. Following the principles laid down in *Hughes v. Overseers of Chatham* (5 M. & G. 54), the court held them entitled to be on the rate-book as occupiers, on the ground that "the residences were not actually required for the purpose of carrying on their employment." But the most important part of the decision, and that which conflicts with *Cross v. Alsop*, is, that by which the appellants were held to be entitled to lay an information under section 19 of 32 & 33 Vict. c. 41, although the case was not one provided for by sections 3 and 4 of that Act. There can be no doubt that the language of the 19th section is perfectly general, and we can see no reason why it should be narrowed; but it is equally clear that the limited construction put upon the whole section by the Court of Common Pleas was the basis of their decision in *Cross v. Alsop*, and that their reasoning cannot be limited to the concluding proviso.

Notes.

IT HAS LONG BEEN a well-settled principle in the law of bankruptcy that an assignment of the whole, or substantially the whole, of a debtor's property to secure a previously existing debt is an act of bankruptcy, and the application of the principle has been illustrated by a great variety of cases. The question, however, came before the Chief Judge on Monday, December 13, in a somewhat novel form, in a case of *Ex parte Trevor*. A trader, who was a member of a partnership firm, gave a bill of sale of his furniture, which was his only separate property, to secure a previously existing separate debt. Three days afterwards the partners filed a liquidation petition, and the trustee appointed under this petition sought to have the bill of sale set aside as being an act of bankruptcy. On behalf of the mortgagee it was contended that, inasmuch as the bill of sale did not comprise any part of the partnership assets, or any interest of the mortgagor in them, it could not be said that it included the whole of his property, but that on the contrary there was a very substantial exception. To this argument the answer was that the mortgagor had no interest in the partnership assets until after payment of all the partnership debts, and that, as the partnership was, at the time the bill of sale was executed, hopelessly insolvent, his interest in those assets was, in fact, of no value. The reply given to this argument was somewhat ingenious. It was thus. In an ordinary case where a bill of sale is given for a past debt by a sole debtor, the court, in determining whether it is an act of bankruptcy, does not ask whether, if an account had been taken of his debts and assets, he would have been found to be solvent when he executed it, but only inquires whether it comprised substantially the whole of his actual tangible assets. In the same way, it was said, the court ought not to look at the solvency or insolvency of the partnership, but should have regard only to the amount of their actual assets. The Chief Judge declined to accede to this argument, and held that, as the mortgagor's interest in the partnership assets was in fact nothing when the debts had been paid, he had no property beyond that which was comprised in the bill of sale. Consequently, its execution was an act of bankruptcy, and it was void as against the trustee in the liquidation.

ON WEDNESDAY, December 15, the Court of Appeal reversed the decision of the Chief Judge in Bankruptcy in *Ex parte Rashleigh* (23 W. R. 951, L. R. 20 Eq. 782). The question was as to the construction of those sections of the Bankruptcy Acts of 1861 and 1869 which regulate the liability of non-traders to the bankrupt law. Section 90 of the Act of 1861 provided that the debt of a petitioning creditor against a non-trader must be a debt "contracted after the passing of this Act." Section 232 provided that the Act should commence and take effect from and after

the passing thereof as to the appointment of officers, and "as to all other matters and things from and after the 11th of October, 1861." The Act received the Royal assent on the 6th of August, 1861. In 1869 the Act was repealed, and by section 118 of the Bankruptcy Act, 1869, it is provided that a non-trader shall not be adjudged a bankrupt in respect of a debt "contracted before the date of the passing" of the Act of 1861. In *Ex parte Rashleigh* it was sought to proceed in bankruptcy against a non-trader in respect of a debt which arose under a covenant contained in a deed dated the 10th of September, 1861, i.e., dated between the passing and the coming into operation of the Act of 1861, and the Chief Judge held that for this purpose the passing must be construed to mean the coming into operation of the Act, and consequently that no proceedings in bankruptcy could be taken to enforce payment of the debt. Upon the appeal it became unnecessary for the determination of the merits of the case to consider this question of construction, because, by new evidence which was admitted, it appeared that the deed, though it bore date the 10th of September, was not actually executed until after the 11th of October, 1861. But the question of construction had to be decided in order to settle who must pay the costs of the original hearing, and the Court of Appeal held that the view taken by the Chief Judge was erroneous, and that the passing of the Act of 1861 must be taken in its ordinary literal sense, that is, as meaning the date when the Act received the Royal assent. This construction would involve no inconsistency between sections 90 and 232, inasmuch as, though a non-trader could be made a bankrupt in respect of a debt contracted between the 6th of August and the 11th of October, 1861, yet no proceedings under the Act could be taken against him until after the later date. And there would be no hardship upon him, since, upon the passing of the Act, he would have had notice that, in respect of any subsequent debt which he might contract, he would be liable to the bankrupt laws.

THE SAME DAY, in *Ex parte Powell*, a question of reputed ownership arose. An hotel-keeper had been adjudicated a bankrupt, and the question was whether the furniture of the hotel, of which he was in possession under what is called a "hiring agreement," passed to the trustee under the operation of the reputed ownership clause. The agreement in question provided that the furniture, which it stated to be worth £900, should be let by the furniture-dealer to the hotel-keeper, upon condition that he should pay the £900 in certain specified instalments spread over two or three years, and that, when he had paid all the instalments, the furniture should become his property, but until all the instalments had been paid it should remain the sole property of the dealer. It was alleged by the dealer that there was a notorious custom of hiring furniture in this way, such as to exclude the reputation of ownership which would otherwise have arisen from possession, upon the principle of such cases as *Ex parte Watkins* (21 W. R. 530, L. R. 8 Ch. 520). There was some evidence to show the existence of this custom; but the Chief Judge decided the case in favour of the dealer, not upon the evidence adduced, but because he thought that the existence and validity of the custom had been so often proved in the Court of Bankruptcy that the court was bound to take judicial notice of it. The decision of the Court of Appeal, which affirmed that of the Chief Judge, is worthy of note, for this reason, that they did not agree that the custom had been proved in previous cases to such an extent that judicial notice must be taken of it. But the decision was affirmed on this ground, that the evidence, though slight, was uncontradicted, and, though the court thought that the case had been unsatisfactorily dealt with in the county court and offered to direct an issue with regard to the custom, the trustee declined this offer, because there were not assets of the bankrupt (beyond the furniture in question) sufficient to answer the costs. The issue having been declined, the court were of opinion that they could not reverse the judgment of the Chief Judge which was supported by uncontradicted evidence, even though it was slight. The judgment of Lord Justice Malins re-announced in still more distinct terms the principle already laid down in *Ex parte Watkins*, that a custom of this kind must, in order to exclude the operation of the reputed ownership clause, "be proved to have existed so long, and to have

been so extensively noted upon, that the ordinary creditors of the debtor in his trade may be reasonably presumed to have known it." For instance, in a case like *Ex parte Powell*, it would not do to prove that the custom was one well known to furniture dealers; it ought to be shown that it was so well known that the ordinary creditors of an hotel-keeper, such as the wine merchant, the brewer, the butcher, and the baker, would be likely to know it.

General Correspondence.

THE LAW REPORTS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—The question of the management of reporting is a question of interest for the profession, so you will perhaps allow me to make a few remarks on the circular put forward by the Council of Law Reporting, which I had hoped would by this time have been withdrawn. The scheme proposed for the nomenclature of their new issue was, I believe, commented on by you at the time, and I have heard that one of the matters, the calling the Probate, Divorce, and Admiralty Division by the opprobrious term *Mis. Div.*, is likely to be abandoned, but no modification is rumoured as to the rest. The whole course of procedure in what were the courts of law and equity being assimilated, and the same law being administered in each, it is perfectly marvellous that all decisions should not be inserted in one series of volumes, leaving appeals to be dealt with in another series. As soon as a sufficient amount had been collected to form a volume, it should be bound up and indexed, and a new one commenced. One incidental advantage of this might be that we should get less reported, for, judging by some of the unimportant matter that is inserted, I cannot help thinking that a portion of it appears because the reporter feels that he has not reported enough to make a decent-sized volume. The distinction between the three divisions, the Queen's Bench, Common Pleas, and Exchequer, retained as some think to avert the active opposition of the chiefs of these courts, is an anomaly which, however, does not seriously affect the working of the Act; but to carry out this distinction by putting the reports in each court into a separate volume is to retain what was only a blot in the old system of reporting, but is now an absurdity.

I see by the last additional rules that a separate court is to be constituted to decide county court appeals. Among what reports will the council place these, or will they have a series all to themselves? Of course the questions involved will be questions that may come up in any one of the other divisions.

Some of the Council of Law Reporting in their public utterances profess great interest in changes and improvements in the law, among others in this fusion of law and equity; could they not bring their minds to consider that their obstructive decisions are somewhat at variance with these professions, and that they will be considered rather by their acts than their words? I do not know what the other branch of the profession think on this subject, but the opinions above given are those generally expressed in the branch to which I belong, and not those merely of one

Dec. 3.

BARRISTER.

THE NEW HAMBURG AND BRAZILIAN RAILWAY COMPANY.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I see in your number of last week, under the above heading (p. 121), the report of a case at chambers, which, though the title is not accurately given, and the names of the solicitors seem to be substituted for those of the counsel who appeared before the learned judge, I recognize as a case in which I was engaged. I do not write for the purpose of correcting the above errors, which are unimportant, but to point out that the effect of the case seems not to have been accurately understood by your reporter. That section 25, sub-section 6, of the Judicature Act, 1873, applies where no action has been commenced, no doubt struck the learned judge at first as a novelty; but

that such is its effect was not disputed by the parties, and after a little consideration was acquiesced in by the learned judge. But the contention put forward by the interpleading company was, that the section applied wherever there were "conflicting claims," although there had neither been such an "assignment" as the section requires, nor any notice alleging such an assignment, but merely a notification by one person that he had a lien on certain shares which the company was under obligation by deed to deliver to another person. What the learned judge held was that this contention was wrong, and that unless there were such an assignment as the section mentions, that is, an "absolute assignment by writing under the hand of the assignor, not purporting to be by way of debt or charge only," or a notice purporting to be a notice of such an assignment, the latter part of the section had no application.

Dec. 14.

QUORUM PARS FUI.

THE BUILDING SOCIETIES ACT, 1874.

[To the Editor of the *Solicitors' Journal*.]

Sir,—In a matter in which I have lately been engaged under the Building Societies Act, 1874, two points have come across me and I should be glad to know whether any of your readers are aware of any decision having yet been given on either.

The first (in which the second may be involved) is this: How is property, other than that excepted by section 27 of the Act 37 & 38 Vict. c. 42, which was mortgaged to a society certified under 6 & 7 Vict. c. 22 (repealed by the Act of 1874), before the society was, as it has been, incorporated under the new Act (37 & 38 Vict. c. 42), to be re-conveyed to the mortgagor?

By the 27th section of the new Act "all estates and interests in real and personal estate whatsoever now belonging to, or held in trust for, any society certified under the repealed Act shall, on the incorporation of the society under this Act, vest in the society without any conveyance or assignment whatsoever."

This alone would be enough, apart from the express words of section 7, to supersede the receipt clause of the old Act, because it is obvious the receipt under the old Act could not divest property vested by the new one.

But this being so, if we turn to the receipt clause in the new Act (section 42) we find that only extends to a "mortgage or further charge given to a society under this Act."

Now, a society under this Act is defined by section 8, which says, "Every society the rules of which have been certified under the said repealed Act shall be deemed to be a society under this Act."

This simply provides that such a society shall be deemed to be, and not to have been, a society under this Act.

So that the mortgage cannot be said to have been given to a society under this Act.

It therefore seems to me that a re-conveyance under the seal of the society is the only effectual method of re-vesting the property in the mortgagor, even if that be sufficient.

The other point, which, as I have said, may be involved in the first, is with reference to section 27, which is to the effect, as we have seen, that property "now belonging to or held in trust for any society," &c., shall on the incorporation of the society under this Act vest in the society.

This obviously does not touch property acquired by the society or its trustees between the "now," or passing of the Act, and the date of its incorporation; so that such property is not even vested in the society; hence it would seem we must get a re-conveyance or re-assignment from the persons in whom it was vested as trustees for the society before its incorporation.

Dec. 11.

UNCERTIFICATED.

ALLOWANCE FOR PRINTING PLEADINGS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I have been expecting that, among the first set of additional orders, there would be one directed to the correction of the utterly inadequate allowance for printing pleadings. For the short common law pleadings of some four to six folios, which seems to be about the average length, I can find no stationer willing to do the work at the scale fee of 1s. per folio, and copies are not being taken.

to the same extent as in former chancery cases, so as to recoup the extra outlay. Surely it was not intended under the new procedure that the successful litigant should have another item added to his already too long list of extra costs?

T. PALLISTER YOUNG.

29, Mark-lane, E.C., Dec. 41.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

This society was engaged last Tuesday in the discussion of the following legal question, No. 572:—"Is there in every charter-party an implied condition precedent that the ship will be ready for the stipulated service within a reasonable time?" The debate was opened by Mr. Morgan, and involved a lengthy consideration of the decisions in the recent case of *Jackson v. The Union Marine Insurance Company* (22 W. R. 79, 23 W. R. 169, L. R. 8 C. P. 572, 10 C. P. 125). After considerable discussion the question was carried in the affirmative by a large majority. The next meeting of the society will be on the 11th of January next.

Appointments, Etc.

Mr. HIRAM COSEEDGE, solicitor, of 16, Clifford's-inn, Fleet-street, E.C., has been appointed, by the Lord Chief Baron and Mr. Baron Amphlett, a Commissioner to Administer Oaths.

Mr. GRIFFITH DAVIES DEW, solicitor, of Llangefni, has been appointed Registrar of the County Court of Anglesey, holden at Llangefni and Holyhead (Circuit No. 29), in the place of his father, Mr. Samuel Dew, who has resigned. Mr. Dew was admitted a solicitor in 1873.

Mr. SIDNEY H. PHILLIPS, solicitor, of Plymouth and Stonehouse, has been elected Clerk and Solicitor to the East Stonehouse School Board.

Mr. ROBERT JONES WILLIAMS, solicitor, of Mold, has been appointed Clerk to the Mold School Board.

Mr. JOSEPH AUGUSTUS YORKE, barrister, has been appointed Stipendiary Magistrate for the Borough of South Shields. Mr. Yorke is the eldest son of the Hon. and Very Rev. Grantham Manton Yorke, Dean of Worcester. He was born in 1831, and was called to the bar at the Inner Temple in Easter Term, 1854.

The *Chicago Legal News* considers it "worthy of remark that Chief Justice Chase and Vice-President Wilson, who were strong woman suffragists, should both die in office." What moral does Mrs. Myra Bradwell desire us to draw?

A correspondent of the *Hour* gives an account of the opening of the Supreme Court of Fiji, a ceremony which appears to have far surpassed in solemnity the inauguration of our Supreme Court. The court-house, "thanks to the kindness of the senior naval officer on the Fiji station, was brilliantly gay with countless yards of bunting. Long before the hour named for the opening ceremony a large number of persons were making for the court-house, which by eleven o'clock was densely filled, together with the balconies. All the heads of departments were present in full uniform. In the middle of the court, at a large table, sat all the members of the bar in wig and gown, with the Hon. the Attorney-General at their head, while in the jury-box sat Lady Hackett (wife of the Chief Justice) and Mrs. de Ricci (wife of the Attorney-General)." The Attorney-General having made a speech the Chief Justice replied, and in the course of his remarks observed: "In the present instance we have to establish a system of jurisprudence, based upon English law, in a country upon which, until recently, no English foot had ever trod." The ceremony concluded with "a general shaking of hands," and the assembly then tried to disperse, but unfortunately, as torrents of rain were falling and there were no covered carriages, the process seems to have been more gradual than could have been wished.

Judges' Chambers.*

(Before QUAIN, J.)

Dec. 8.—*Johnson v. Moffat*.

Order for substituted service—Judgment signed too soon—Ord. 9, r. 2.

This was an action, under the Bills of Exchange Act, by the indorsee against the acceptor of a bill of exchange. An order for substituted service had been made by Master Dodgson, and judgment had been signed on November 16. The present summons was to set aside the judgment on appeal from Master Dodgson, who had ordered that the judgment should only be set aside on payment of £65—the amount of the bill—into court.

Marshall Griffith, for the defendant, argued that the non-appearance of the defendant was owing to his absence in Scotland, and that judgment had been signed before the time limited for appearance, which should be reckoned from the date of the taking effect of the order for substituted service.

The plaintiff, who appeared in person, argued that as this was an action under the Bills of Exchange Act, the old practice applied to it, which was that the days should run from the third attempt to serve the writ.

QUAIN, J.—I never heard of that practice, and shall not recognize it. Judgment has been signed too soon; and I shall now consider the application for leave to defend as though the time had not yet elapsed. I shall not put the defendant under the terms imposed by the master of paying £65 into court, but he must pay the costs thrown away, as the condition of obtaining leave to appear.

Dec. 8.—*Pitten v. Chatterbury*.

Interrogatories—Discovery—Ord. 31, rr. 1, 5, 12.

This was an application to strike out an interrogatory. The interrogatory objected to was the usual one as to documents.

Warburton Pike, in support of the summons.—Under the old practice, in order to obtain discovery of documents, an affidavit as to one particular document in possession of the other side was necessary. When there was a difficulty about making that affidavit, a practice grew up of inserting an interrogatory as to documents, and thus obtaining discovery; and this practice was found so convenient that it became general. Now that interrogatories can be delivered without an order, I contend that that interrogatory should no longer be allowed. The point is generally important, but especially so with regard to actions of ejectment.

Foulter, showed cause.—What Mr. Pike acknowledges was found convenient under the old practice I think would still be found so.

QUAIN, J.—I think Mr. Pike's objection is unanswerable. We are now inquiring whether you have to get leave for discovery, or can get it without an order. My opinion is that you have not the right to put this question at the end of your interrogatories without first getting an order.

Interrogatory struck out.

Dec. 9.—*Seligman v. Huth*.

Equitable set-off—Ord. 19, r. 3.

This was an action in trover brought by the trustees of a bankrupt against the defendant, who was a banker; there was also a special count in the declaration for a breach of agreement in not applying bills as directed. The defendant now desired to set off the money due to him from the bankrupt. Kaufman, the bankrupt, had sent from America the bills of exchange to the defendant, which he had appropriated to settling the account between himself and Kaufman.

C. Bowen, for the defendant.—The question in dispute is whether a letter sent by Kaufman to Huth appropriated these bills to meeting specific acceptances; we deny that it did so. The action being brought in trover, we could not, under the old procedure, plead a set-off. I do not say that I could bring an action upon the debt; my application is to

* Reported by A. H. BITTLETON, Esq., Barrister-at-Law.

be allowed to plead it, not by way of counter-claim, but as a set-off.

Hall, for the plaintiff.—We claim these bills as trustees under Kaufman's bankruptcy, and say that they were sent as cover for specific debts. The defendant has proved for the debt under the bankruptcy in America.

QUAIN, J.—It was decided in *Phillips v. Allan*, 2 M. & R. 575, 8 B. & C. 477, that proving for an English debt under bankruptcy proceedings abroad operated as a discharge. I do not think that you can set off this debt against the assignees, unless you could bring it either under the statutes of set-off or under an allegation of mutual credit. I will refer the question to the court.

Dec. 9.—*Ivory v. Cruickshank the Younger*.

Signing judgment for recovery of specific goods—Ord. 13, r. 6; ord. 42, r. 4.

An application was made in this case under the following circumstances. The action was brought for rent, and for the return of specific goods; the defendant had failed to appear. Judgment had been signed for the amount of the rent; but the judgment officer had refused to sign judgment for the delivery of the goods without an order of the judge. It was stated that the goods detained were heirlooms and family relics, and that, therefore, a writ of inquiry should not issue to assess their value under ord. 13, r. 6. What was desired was to obtain a judgment for the return of the goods, which would be equivalent to a decree of the Court of Chancery under the old practice, and then judgment could be enforced in either of the three modes pointed out by ord. 42, r. 4.

QUAIN, J.—The only judgment by default in an action for detention of goods mentioned in the rules is under ord. 13, r. 6. I will take time to consider the point.

Dec. 10.—QUAIN, J.—I think you were right in your argument that you are entitled to proceed in this case under ord. 42, r. 4. In order to do so you must have a judgment signed in your favour for the return of the goods. I doubt whether the judgment officers are right in not allowing you to sign judgment for the delivery of these goods without an order. The last words of ord. 13, r. 6, apply to proceedings under the old writ of delivery, when the value of the goods would have to be assessed. You may, therefore, sign judgment for the return of the specific goods, and then proceed under ord. 42, r. 4, as you may be advised.

Solicitor for the plaintiff, *A. Beddall*.

Dec. 10.—*Restell and Wife v. Steward*.

Summons to strike out amended paragraph in the statement of defence—Ord. 27, r. 1.

The previous proceedings in this case, and the statement of defence, will be found set out *ante*, p. 99.

The present application was to strike out from the amended statement of defence, the latter of the two following paragraphs, which had been substituted for the one previously struck out.

"3. As to so much of the third paragraph of the statement of claim as alleges that such a letter as that therein-mentioned was written, the defendant says it is true that such a letter was written.

"4. The defendant further says that a letter was written by the plaintiff Thomas to the plaintiff Emma Elizabeth, which imputed misconduct as is in the third paragraph alleged, and that if any mention was made of such letter, or if anything was said by the defendant with reference thereto, such mention was made and such thing was said for the purpose only of denying and contradicting any such imputation, and not otherwise."

Wheeler, for the defendant.

Shortt, for the plaintiffs.

QUAIN, J.—In pleading justification you should use the very words alleged to have been uttered. In this case the plea should begin, "and the defendant says he has seen a letter from Restell to his wife," &c. I will make the order asked for.

Order to strike out paragraph 4.

Solicitors for the plaintiffs, *Fallows & Brown*.

Solicitors for the defendant, *Merriman, Powell, & Co.*

Dec. 11.—*Trevena v. Watts and Another*.

Pending action—Counter-claim.

This was an appeal from the order of Master Unthank that the declaration in this case should stand for a statement of claim, and that the defendant should be allowed to deliver a statement of defence and a counter-claim instead of pleas. The action was brought by a builder, who alleged that he had been stopped by the defendant from completing his contract, that upwards of £1,000 was due to him, and that the surveyor had improperly refused to certify for the amount due. The counter-claim that the defendants desired to set up was for various breaches under the covenants.

Chitty, for the defendants.

QUAIN, J.—I shall treat this as a defence arising after action brought. I vary Master Unthank's order by giving plaintiff a week to elect whether he will go on with this action; if he elects not to proceed, defendants to pay costs up to master's order. The defendants must give particulars of their counter-claim within three days. If defendants by Tuesday, before one o'clock, elect to withdraw their counter-claim, then the master's order to be set aside, and the costs connected with it to be the plaintiff's costs in any event.

Solicitors for the plaintiff, *Lewis & Lewis*.

Solicitors for the defendants, *Clarke, Woodcock, & Ryland*.

Dec. 11.—*Tosser v. Watford*.

Injunction—Judicature Act, 1873, s. 25, sub-section 8.

This was an *ex parte* application for an injunction in an action of ejectment.

G. R. Kennedy, for the plaintiff.—We wish to restrain the defendant from using and keeping on our premises, now occupied by him, a certain steam-engine. The defendant has covenanted not to do any act dangerous to his co-tenants, or to the landlord. In consequence of the engine in question, the fire office, where we were insured, have refused to continue the insurance, and we are under a covenant with our superior landlord to insure. In the covenant of defendant to repair and to keep safe, there is an exception of accidental fire. This action was begun in the hope that the engine would at once be removed. It works night and day, and is therefore a nuisance to the co-tenants, as well as an actual damage to the plaintiff.

Injunction given to restrain the defendant from working his engine until the trial of the cause, the plaintiff undertaking to abide by any order the court may make as to any damages suffered by the defendant.

Solicitors for the plaintiff, *Webb, Stock, & Burt*.

(Before HUDDESTON, B.)

Dec. 13.—*Smith v. Haseltine*.

Application to join plaintiffs—Ord. 16, rr. 2, 13.

A summons was taken out in this case to add as plaintiffs to the action Rooke Pennington, James John Newbury, and Benjamin Patchett. The affidavit of Pennington stated that the action was to recover certain letters patent, one-fourth interest in which had been absolutely assigned by the plaintiff to the deponent, and that the remaining three-fourths of the plaintiff's interest had been assigned by him to deponent, Newbury, and Patchett to hold in trust for him (plaintiff). It was stated that the defendant was a patent agent.

HUDDESTON, B.—You have to satisfy me of two things under ord. 16, r. 2—first, that there has been a *bona fide* mistake in the original issue of the writ; and, secondly, that it is a necessary change. The affidavit does not state that there has been a *bona fide* mistake; but I think that, looking at r. 13 of the same order, I can make this amendment. If these parties had been originally joined as plaintiffs in the action they could not have been struck out. I shall make the order to add these parties as plaintiffs, but the original plaintiff must still give security for costs, as the assignment to Pennington and the others may turn out invalid.

Dec. 13.—*Weir v. Barnett and Others*.

Summons to strike out statement of claim—Ord. 27, r. 1.

The present summons was on appeal from Master G. Pollock, who had allowed the statement of claim to stand. The action was brought against certain directors of a public

company for false representations with respect to certain debentures.

Petheraw, for the defendant's.—The statement of claim refers to a letter and prospectus, and I want the plaintiff to state what false representations are made in the letter, and what in the prospectus? We know nothing about the letter. I say that under the old system of pleading the plaintiff must necessarily have been more explicit. Ought we to be in a worse position now than we should have been formerly? The plaintiff ought to say in what particulars any particular statement is false.

A. *Charles*, for the plaintiff.—This is almost exactly the form given in the schedule to the Act; it sets out the false representations *seriatim*. What the defendant wants is for me to state what the truth is. In the form in the schedule the knowledge was the plaintiff's because he had been carrying on the business; in this case the defendants' case is not within our knowledge. The defendant seeks to make us plead evidence.

HUDDESTON, B.—As regards any false statements in the letter, it would be a question of evidence whether the defendant had anything to do with it; as regards any false statements in the prospectus, the defendants would be liable. It is a matter of evidence what statements are in the letter, and what in the prospectus. My idea is that, according to the spirit of the Act, the grounds upon which the plaintiff's claim is based should be stated in his claim; and here he sets out false statement A, false statement B, and so on. The real question at issue here is, did the defendants make a substantially false representation? Mr. Charles has pointed out that the affairs of the company cannot be supposed to be in his knowledge.

Order of master affirmed.

The following are the material paragraphs in the statement of claim:—

"3. On the 13th Nov., 1873, Messieurs Stewart and Lambe, public accountants, acting as agents of the defendants, sent to the plaintiff, and the plaintiff received a prospectus and letter relating to an issue of debentures in the said company.

"4. The said prospectus and letter were issued by the authority or with the sanction or acquiescence of the defendants, who are jointly and severally responsible for the truth and accuracy of the statements contained therein respectively.

"5. Except the information contained in the said letter and prospectus, the plaintiff had no information respecting the said company and the affairs thereof.

"6. The plaintiff believing that the information contained in the said letter and prospectus was true, and acting entirely upon the faith of the statement therein contained, subscribed for, and took, twelve of the said debentures, and paid the moneys payable in respect thereof. The plaintiff's application was accepted, and the said twelve debentures were issued and allotted to him by the defendants.

"7. The plaintiff has since ascertained that the following statements contained in the said letter and prospectus were and are false, and calculated to mislead and deceive the plaintiff, and the plaintiff alleges that the defendants falsely and fraudulently made the said statements to him, although they well knew that the same were false, with the intention to induce him to subscribe for and take the said debentures on the faith of them": [here followed seven alleged false statements, of which two are given below; the others were similar in form.

1. That the said company was established in May, 1872, with a capital of £105,000, of which £44,200 had been subscribed, whereas the said sum of £44,200 had not been subscribed, but a much smaller sum.

2. That the property of the said company was worth £30,000, and could be sold at any time for that amount, whereas the said property was not worth £30,000 nor was it saleable for that sum.]

"8. The said debentures so bought by the plaintiff, upon faith of the representations aforesaid, are absolutely worthless, and the plaintiff has entirely lost the sums of money which he paid in respect of them."

Dec. 15.—*Cruss v. Kuttingell*.

Indorsement on writ of time of service—Ord. 9, r. 13; ord. 10.

In this case an order had been obtained for substituted service; the writ served under that order had not been in-

dorsed with the day of the month and week of the service thereof. The judgment officer had refused to sign judgment on an affidavit of service of the writ. It was contended that ord. 9, r. 13, applied only to cases of personal service of the writ.

HUDDESTON, B.—It is not necessary to indorse a writ issued under ord. 10 in the manner described in ord. 9, r. 13. In such cases it is sufficient to file an affidavit of service; and on such affidavit being produced I order the judgment officer to sign judgment.

(Before QUAIN, J.)

Wednesday, Dec. 8.—ACTION UPON BILL OF EXCHANGE—SERVICE OF WRIT UPON PARTNERS—18 & 19 VICT. c. 67—ORD. 2, r. 6; ORD. 9, r. 6.—An application was made in this case as to whether there had been sufficient service of the writ of summons, which raised an important point as to the construction of ord. 2, r. 6. That rule lays down that, "With respect to actions upon a bill of exchange or promissory note, commenced within six months after the same shall have become due and payable, the procedure under the Bills of Exchange Act (18 & 19 Vict. c. 67) shall continue to be used." Under the Bills of Exchange Act personal service of the writ was in all cases necessary; but under ord. 9, r. 6, of the new Act, special provisions are made for service of the writ where partners are sued. The question now raised was whether service on a partnership under these provisions was good service in an action under the Bills of Exchange Act.

QUAIN, J.—I am of opinion that you cannot take advantage of ord. 9, r. 6, if you are suing under the Bills of Exchange Act. I think that, in the face of ord. 2, r. 6, it would be too strong a decision to strike out the words "personal service" from that Act. With the exception that the *onus* of obtaining leave is shifted from the defendant to the plaintiff, you can get the same advantage now under ord. 14, r. 1, by specially indorsing your writ under ord. 3, r. 6, as you can by proceeding under the Bills of Exchange Act.

DISCOVERY OF DOCUMENTS—ORD. 31, r. 12.—On an application for an order for discovery of documents, the objection was taken that the action was one by a landlord against his tenant on a lease, and that, therefore, no discovery could be required by the plaintiff.

QUAIN, J.—This order is now given as a matter of course.

Friday, Dec. 10.—APPLICATION TO SIGN JUDGMENT—ORD. 14, r. 1; ORD. 3, r. 6.—Master Pollock had refused in this case to allow judgment to be signed under the above rules, and this application was an appeal from that decision. The action was for the balance of an account stated on a share account.

Bigbam, for the defendant, read an affidavit, stating that he had a good defence to the action; and argued that the above rule could not be applied where there was such an affidavit, and that some of the masters had so decided.

QUAIN, J.—A mere affidavit that the defendant has a good defence is not sufficient ground for refusing to allow judgment to be signed under this rule. That would be encouraging defendants to make illusory affidavits. I shall go into the merits.

The sole question in dispute appeared to be as to whether the defendant company were bound to settle differences on the closing of the account between the parties; the defendants admitting that in that case they would be liable for a balance against them of £416.

At the close of the argument,

Shortt, for the plaintiff, read the copy of a letter, sent by the defendants to the plaintiff, undertaking to close the account whenever he wished.

QUAIN, J.—I will adjourn the case for you to verify that letter.

On the hearing of the adjourned summons,

Shortt, produced the original of the letter he had previously read.

Horace Brown, for the defendants, produced an advertisement in the *Daily News*, which showed that the plaintiff was endeavouring to have the company wound up in chancery.

QUAIN, J.—This letter shows most distinctly that it was part of the arrangement between the parties that the

plaintiff should have power to close his account whenever he wished.

Order to sign judgment. Decision of master reversed.

REFERENCE TO JUDGE BY DISTRICT REGISTRAR.—ORD. 35, r. 6.—A defendant having appeared in person before a district registrar, and given an illusory address, the plaintiff had applied to the registrar for leave to sign judgment, and the matter had been referred by the registrar to the judge.

QUAIN, J.—A district registrar cannot refer to the judge under r. 6 of ord. 35, unless a summons has been taken out calling upon the other side to appear before the registrar.

APPEALS FROM MASTERS.—Every appeal is now a rehearing, and, therefore, fresh affidavits may be used in all appeals from a master to the judge in chambers. *Per* QUAIN, J.

Legal News.

The right of "free speech," says the *Albany Law Journal*, was recognized in *Hunt v. State* (49 Ga. 253), where it was adjudged error for a judge, at a criminal trial, to limit the prisoner's counsel to forty minutes for his argument.

Among the curiosities of the Indiana reports, says the *Albany Law Journal*, may be noted the great number of counsel in nearly every case. When a case "goes up" in that State, it carries a crowd of legal aeronauts with it. Thus, in seven cases reported in this volume, there were forty-six lawyers employed! It is not to be conceived that they were all heard, for that would amount to an everlasting continuance, but the fact speaks volumes for the public confidence in our profession.

The *Times*' reporter gives a summary of the sentences passed by Mr. Justice Denman at the Durham Assizes for the purpose of repressing deeds of violence in that county. A poacher who committed a savage outrage on a police constable who surprised him when in pursuit of game received ten years. For a felonious wounding by stabbing without any provocation another prisoner was sentenced to eighteen years. A drunken son who shot his drunken father while lying in bed and then broke the stock of the gun over his father's head also received eighteen years. For assaulting and cruelly ill-using a drunken man with intent to rob him another prisoner got ten years. For stealing a watch from a man she had engaged in conversation a woman got seven years, and a man who was acting in concert with her in what was substantially a garrotte robbery was sentenced to fifteen years. Another prisoner who was convicted of a highway robbery with violence of an aggravated character was sentenced to penal servitude for life.

The *Omaha Republican* gives the following correspondence between two prominent lawyers of that city:

Omaha, Neb., Sept. 13, 1875.

Dear Judge,—I hold your receipt for Abbott's Nat. Digest, which was taken by you some four months ago. If you have no further use for the book, I should like it. I often wish to consult it, but still, if you are not through reading it, I can get along without it.—Yours truly, G. W. AMBROSE.

To Hon. E. Wakely.

Omaha, Neb., Sept. 14, 1875.

Dear Ambrose,—I hereby comply, under protest, with your untimely request that I should return your book. You remark that you have held my receipt for it some four months. This is probably true. But if you will read the Statute of Limitations of Nebraska, you will observe that it does not bar a claim under any written instrument until the lapse of five years, leaving you about four years and eight months still to reclaim your book. Why, then, this undue precipitancy? Will you permit me, as a searcher after legal knowledge, respectfully to inquire if you can refer me to any respectable authority requiring the borrower of a law book to return it within four months? You remark that you often wish to consult the book. I highly commend that resolution. You would certainly find it beneficial to occasionally read some law; and if you should become accustomed to it, you would find it comparatively easy, only don't overdo it at first. The only

thing that I object to in that paragraph is an implication that I would not allow you to consult the book at my office. That is unjust. I have never refused the owner of a book that privilege, even when it occasioned inconvenience to myself. In conclusion, permit me to suggest that, if you really cannot afford to keep law books for other practitioners to use, it would be a philanthropic thing for you to sell them to some one who can.—Gratefully yours, E. WAKELY.

Law Students' Journal.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATIONS BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO SOLICITORS.

Pursuant to Judges' Orders, the Preliminary Examination in General Knowledge will take place on Wednesday, the 10th, and Thursday, the 11th of May, 1876, and will comprise:—

1. Reading aloud a passage from some English Author.
2. Writing from dictation.
3. Writing a short English composition.
4. Arithmetic.—The first four rules, simple and compound; the Rule of Three; and Decimal and Vulgar Fractions.
5. History of England, and Geography of Europe and of the British Isles.
6. Latin.—Elementary.
7. 1. Latin. 2. Greek, Ancient. 3. French. 4. German. 5. Spanish. 6. Italian.

The special examiners have selected the following books, in which candidates will be examined in the subjects numbered 7 at examination on the 10th and 11th of May, 1876:—

In Latin.—Cicero, pro P. Sestio; or Virgil, Georgics, book 2.

In Greek.—Homer, Iliad, book xxiv.

In French.—Châteaubriand, 1 Atala, 2 René; or Racine, Phèdre.

In German.—Wilhelm Hauf, Das Wirthshaus im Spessart; or Schiller, Wilhelm Tell.

In Spanish.—Cervantes, Don Quixote, cap. xv. to xxx. both inclusive; or Moratin, El Sí de las Ninas.

In Italian.—Manzoni's I Promessi Sposi, cap. i. to viii. both inclusive; or Tasso's Gerusalemme, 4, 5, and 6 cantos, and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 7, each candidate will be examined in two languages, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns:—

Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the languages in which they propose to be examined, the place at which they wish to be examined, and their age and places of education. All notices should be addressed to the secretary of the Incorporated Law Society, Chancery-lane, W.C.

Examination days for 1876.—Wednesday and Thursday, February 16, 17; Wednesday and Thursday, May 10, 11; Wednesday and Thursday, July 12, 13; Wednesday and Thursday, October 25, 26.

The following circulars have been issued:—

INTERMEDIATE EXAMINATION.

Incorporated Law Society, U.K., Chancery-lane, London, Dec. 1875.

Sir,—I am directed by the examiners appointed for the intermediate examination of persons under articles of clerkship to attorneys, to inform you that Thursday, the 13th of January, 1876, is the day appointed for the examina-

tion, and that candidates for examination are to attend on that day, at half-past nine in the forenoon, at the hall of the Incorporated Law Society, Chancery-lane, London (Carey-street entrance). The examination will commence at ten o'clock precisely, and close at four o'clock.

I have to remind you that your articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with me on or before the 21st inst.; and in case your articles and testimonials of service have been deposited here, they should be re-entered, the fee paid, and the answers completed on or before the 21st inst. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

On the day of examination papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the examiners; and a paper of questions on book-keeping.

If you apply to be examined under the 4th section of the Attorneys Act, 1860, you may, on application, obtain copies of the further questions relating to the ten years' service, antecedent to the articles of clerkship; and such questiones duly answered, must be left with your articles, &c., on or before the 21st inst.—I am, Sir, your very obedient Servant,
E. W. WILLIAMSON, Secre'ary.

FINAL EXAMINATION.

Incorporated Law Society, U.K., Chancery-lane,
London, Dec., 1875.

Sir,—I am directed by the examiners appointed for the examination of persons applying to be admitted, to inform you that Tuesday, the 11th, and Wednesday, the 12th of January, 1876, are the days appointed for the examination, and that candidates for examination are to attend on those days, at half-past nine in the forenoon of each day, at the hall of the Incorporated Law Society, Chancery-lane, London (Carey-street entrance). The examination will commence at ten o'clock precisely, and close at four o'clock.

I have to remind you that your articles of clerkship and assignment, if any, with answers to the questions as to due service, must be left with me on or before the 20th inst. The certificate of your having passed the Intermediate Examination should be left at the same time; and in case your articles and questions as to service have been deposited here, they should be re-entered, the fee paid, and the answers completed on or before the 20th inst.

If you apply to be examined under the 4th section of the Attorneys Act, 1860, you may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with your articles, &c., on or before the 20th inst.

Where the articles have not expired, but will expire before the 15th of April next, the candidate may be examined conditionally; but the articles must be left on or before the 20th inst., and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

Papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Principles of law and procedure; in two papers, viz.: (A) In matters as administered under the usual jurisdiction of the Chancery Division of the High Court of Justice; (B) In matters as administered under the usual jurisdiction of the Queen's Bench, Common Pleas, and Exchequer Divisions of the High Court of Justice. 3. Principles and application of the law of real property and conveyancing. 4. Bankruptcy and practice of the courts. 5. Criminal law and proceedings before justices of the peace. 6. The law and practice of the Probate and Divorce Court.

Each candidate is required to answer all the preliminary questions, and also to answer in the 2nd and 3rd heads of inquiry, viz.:—Principles of law and procedure, papers A and B, and real property and conveyancing.

The examiners will propose questions in bankruptcy and practice of the courts, in criminal law and proceedings before justices of the peace, and in the law and practice of

probate and divorce, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.—I am, Sir, your very obedient Servant,
E. W. WILLIAMSON, Secretary.

ADMISSION OF SOLICITORS.

SUPPLEMENTAL LIST OF GENTLEMEN APPLYING TO BE ADMITTED AS SOLICITORS OF THE SUPREME COURT, AND FOR RE-ADMISSION; AND TAKING OUT AND RENEWAL OF CERTIFICATES.

NOTICES OF ADMISSION FOR JANUARY, 1876.

Barber, Frank Edwin—Articled to Henry Archibald Dowse, 21, Lime-street, and 6, New-inn; and John Edwin Carter, 61, Austin-friars
Brooks, Edward—Robert Hart, 25, Chancery-lane, and 37, Lincoln's-inn-fields
Crump, William John—William Alexander Crump, 10, Philpot-lane
Davies, Thomas Henry—John Parsons Harris, Liverpool
Emanuel, Edwd. Janverin, LL.B.—Theodore Waterhouse, 61, Carey-street, Lincoln's-inn
Evans, David Parry—Henry Evans, Newcastle Emlyn
Gant, Arthur John—John Castle Gant, 33, Walbrook
Gibney, Gerald Ernest John—Alfred Barrand Burton, Lincoln
Gorst, William Frederick—John Parsons Harris, Liverpool
Harland, James Walter—Thomas Simpson, Leeds
Maddougall, Henry—John James Coulton, Lynn
Mickleth, Thomas, the younger—William Howard Winterbotham, 61, Carey-street
Nicholson, Fredk. Edward, B.A.—Frederick William Fisher, Doncaster
Oglethorpe, James Edward—Christopher Thornton Clark, Lancaster; and Thomas Thompson, Lancaster
Radcliffe, Edward Brandreth—Thomas Henry Alderton, 97 Edgware-road, Middlesex
Shatwell, William Wellesley Pole—Arthur Mayhew Wigan, and 11, Staple-inn, Middlesex; John Parkinson, Liverpool; and Henry Cairncross Duncan, Liverpool
Sill, Alfred Henry—Thomas Eastham, Kirkby Lonsdale; Christopher Gardner Thomson, Kendal; and Edmund Warriner, 63, Great Tower-street, London
Stewart, Thomas—Thomas Ward Stewart, Newcastle-upon-Tyne
Thomas, George Treherne—James Kempthorne, Neath; and Edward Strick, Swansea
Thorne, George Rennie—John Christopher Gittins, Newtown, Montgomery
Wilkinson, William—John Cooper, Manchester
Woodfin, Richard James—Nehemiah Leary, Tunbridge Wells, Kent
Woodward, Parker—William Abraham Richards, Nottingham

NOTICES OF ADMISSION FOR JANUARY, 1876, PURSUANT TO ORDER.

Murrough, Patrick O'Donnell—John Patrick Murrough, 11, Great James-street, Bedford-row
Shapland, Albert Edward—John Terrell Shapland, South Molton

RENEWED NOTICES OF ADMISSION FOR JANUARY, 1876.

Abrahams, Abraham—William Francis, Liverpool; and John Wm. Sykes, 31, St Swithin's-lane
Barlow, Archibald Pratt—William Benjamin Paterson, 40, Chancery-lane
Batty, Robert Eaton Cordeux—Wm. Radcliffe, Liverpool
Bazett, Alfred Campbell—Charles Fiddey, 3, Harcourt-buildings; and Charles William Lyne, 27, Nicholas-lane
Borlase, Walter Henry—John Penn Milton, Penzance
Brown, Christopher James—Frederick Henry Hinckley, Lichfield
Buss, Thomas—George Hinds, Goudhurst, Kent
Child, Robert de Quincy—Robert John Child, 11, Old Jewry chambers
Clarke, William Langford—Robert Eagle Clarke, Thetford; Thomas Washbourne Gibbs, Bath; Thomas Washbourne Gibbs, the younger, Bath; and George Lewis Phipps Eyre, 1, John-street, Bedford-row

Dixon, Alfred Gill—William Moordaff, Cockermonth
 Hallett, Bertie—Francis Dollman, 45, Cornhill
 Hargreaves, Henry—William Wheeler, Blackburn
 Kay, John Cunliffe—Alfred Joseph Riddle, 2, Harcourt-
 buildings, Temple
 Ollard, Gerald Augustus—William Henry Duignan, 15,
 Bedford-row
 Peto, Ernest William—Richard Henry Reeve, Lowestoft
 Phillips, William Thomas—William Phillips, York
 Sharpe, John Sutton—John Thomas Tweed, Lincoln; Joseph
 Francis Swann, 38, Chancery-lane; and John Thomas
 Tweed, Lincoln
 Stratford, Hugh Stratford, the younger—Octavius Under-
 wood, 89, Chancery-lane
 Townsend, Southcote Michael Stephen—James Copleston
 Townsend, Swindon, Wilts; and James Crowdy, 17, Ser-
 jeants'-inn, Fleet-street
 Vardy, Joshua Alfred—George Samuel Brown, 21, Finsbury-
 place
 Weaver, John—William Cooper, Tunstall
 Westbrook, Arthur—Charles Frederick Robinson, 65,
 Basinghall-street; and Harry Wolfe Cattlin, Guildhall-
 yard

APPLICATIONS TO TAKE OUT AND RENEW CERTIFICATES AT THE EXPIRATION OF SIX WEEKS FROM DELIVERY OF NOTICE.

Barrough, Alfred Robert, Cambridge House, Brixton-road
 Brodribb, Uriah Bower, 22, Great St. Helens; and Gordon
 Villa, Grange-road, Upper Clapton
 Dowling, Thomas Skipton, Cork, Ireland; 24, Ordnance-
 road, St. John's-wood; 16, Monmouth-road, Westbourne-
 grove; and 69, Finchley New-road
 Drutt, Robert, the younger, 8, Strathmore-gardens, Ken-
 sington
 Hughes, James, 33, Mark-lane; 34, Great Western-road,
 Westbourne-park; and Richmond, Surrey
 Hughes, John Armor, Carnarvon
 Minshall, Philip Henry, Oswestry; and 106, St. Paul's-
 road, Camden-town
 Tatum, Edward John, 17, Tavistock-crescent, Westbourne-
 park
 Trigg, Thomas Haddon, Great Driffield
 Ward, James Trevelyan, Nottingham
 White, Henry Arthur, 12, Great Marlborough-street; and
 Leigham Mead, Streatham
 Warne, Charles Holland, 45, Brunswick-road, Brighton

Court Papers.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.
Monday, Dec. 20	Mr. Pemberton	Mr. Leach
Tuesday 21	Ward	Latham
Wednesday .. 22	Cloves	Leach
Thursday 23	Ward	Latham

	V. C. MALINS.	V. C. BACON.	V. C. HALL.
Monday, Dec. 20	Mr. Merivale	Mr. Holdship	Mr. King
Tuesday 21	Milne	Teesdale	Farrer
Wednesday .. 22	Merivale	Holdship	King
Thursday 23	Milne	Teesdale	Farrer

PUBLIC COMPANIES.

Dec. 17, 1875.

GOVERNMENT FUNDS.

5 per Cent. Consols. 93½	Annuities, April, '88, 93½
Ditto for Account, Jan. 5, 93½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 93½	Ex Bills, £1000, 2½ per Ct. 5 pm
New 3 per Cent., 93½	Ditto, £500, Do. 5 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 5 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year), 250
Annuities, Jan. '80—	Ditto or Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 107 2d	Ditto, 5½ per Cent., May, '79 90
Ditto for Account, —	Ditto Debentures, 4 per Cent.
Ditto 4 per Cent., Oct. '88, 106	April, '64
Ditto, ditto, Certificates—	Do. Do. 5 per Cent., Aug. '73
Ditto En-faced Fr., 4 per Cent. 91	Do. Bonds, 4 per Cent. £1000
2nd. Inf. Fr., 5 C., Jan. '73	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price.
Stock Bristol and Exeter	100	139
Stock Caledonian	100	134½
Stock Glasgow and South-Western	100	112
Stock Great Eastern Ordinary Stock	100	47
Stock Great Northern	100	140
Stock Do., A Stock*	100	149½
Stock Great Southern and Western of Ireland	100	112
Stock Great Western—Original	100	116½
Stock Lancashire and Yorkshire	100	142½
Stock London, Brighton, and South Coast	100	118
Stock London, Chatham, and Dover	100	25½
Stock London and North-Western	100	146½
Stock London and South Western	100	128½
Stock Manchester, Sheffield, and Lincoln	100	86½
Stock Metropolitan	100	108
Stock Do., District	100	152½
Stock Midland	100	152½
Stock North British	100	12½
Stock North Eastern	100	166½
Stock North London	100	127
Stock North Staffordshire	100	81
Stock South Devon	100	72
Stock South-Eastern	100	139

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate still remains at 3 per cent., the proportion of reserve to liabilities having only slightly increased. In the foreign market prices are slightly lower, but the railway market has been very firm, and prices generally show an improvement from last week, the wonderful increase of traffic on the Scotch lines compared with the English making them especially in demand. Consols close at 93½ for money and 93½ for account.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COPP—Dec. 10, at 2, Myrtle-villas, Thornton-hill, Wimbledon, the wife of Alfred Evelyn Copp, solicitor, of a daughter.
 IBBOTSON—Dec. 10, at Westbourne-road, Sheffield, the wife of H. Walter Ibbotson, solicitor, of a son.
 MASON—Dec. 9, at High Holme Cottage, Louth, the wife of Thomas Johnson Mason, solicitor, of a daughter.
 MOORE—Dec. 14, the wife of H. O'Hara Moore, barrister-at-law, of a son.
 SQUARE—Dec. 14, at 5, Athenaeum-terrace, Plymouth, the wife of Elliot Square, solicitor, of a son.
 STALLARD—Dec. 12, at Blackheath, the wife of Frederick Stallard, barrister-at-law, of a son.
 SWARBRECK—Dec. 14, at Sowerby, near Thirsk, the wife of Charles McC. Swarbrick, solicitor, of a daughter.

MARRIAGES.

BOULTON—MARCHANT—Dec. 13, at the parish church, Pontefract, Charles Boulton, solicitor, youngest son of Robert George Boulton, M.D. and J.P., of Beverley, to Georgina, youngest daughter of the late Francis Marchant, M.D., of Hemsworth, Yorkshire.
 CHUBB—RICHARDS—Dec. 14, at the parish church, T. H. Chubb, solicitor, Malmesbury, to Elizabeth Bethell, step-daughter of the late Henry Richards, solicitor, Croydon.
 HANCE—BENNETT—Dec. 9, at the parish church, St. John's, Bedminster, Bristol, Edward M. Hance, LL.B., of the Middle Temple, barrister-at-law, Northern Circuit, to Miss Mary Amelia, elder daughter of Henry Bennett, of Bedminster.
 ROGERS—BUTT—Oct. 2, at the Church of the Nativity, Blenheim, New Zealand, Alfred Rogers, barrister, of Blenheim, fifth son of Jacob Read Rogers, of Bexley-heath, Kent, and nephew of S. L. Muller, resident magistrate of Blenheim, and superintendent of the Province of Marlborough, to Sophia Frances, youngest daughter of the Ven. Archdeacon Butt.

DEATHS.

BARRY—Oct. 1, lost, in a snow storm, on the Krimmler Tauern Pass, in the Tyrol, William Whittaker Barry, of Lincoln's-inn, barrister-at-law, third son of the late Rev. Henry Barry, Rector of Draycot Cerne, Wilts.
 WINDER—Dec. 9, at 24, Thurlow-square, South Kensington, John Singleton Winder, of 4, New-square, Lincoln's-inn, barrister-at-law, and Fellow of Magdalen College, Oxford aged 50.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Dec. 10, 1875.

Lay, George William, and Edward Utten Browne, 44, Poultry, London Solicitors. Dec 6

TUESDAY, Dec. 14, 1875.

Butler, Edward, and John Edward Smith, 17, East parade, Leeds, and 12 and 13, Clement's inn, Strand, London. Solicitors. Sept 1
Copeman, Edward, and Thomas Brown, Holbeach, and Long Sutton, Lincoln, Solicitors. Dec 9

Winding up of Joint Stock Companies.

TUESDAY, Dec. 14, 1875.

LIMITED IN CHANCERY.

Anglo-Italian Pulp and Paper Making Company, Limited.—V.C. Bacon has, by an order dated Aug 17, appointed Mr. James Cooper, Coleman at buildings, to be official liquidator. Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, April 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Carmarthenhire Anthracite Coal and Iron Company, Limited.—By an order made by the M.R., dated Dec 4, it was ordered that the voluntary winding up of the above company be continued. Walters and Gush, Finsbury circus, solicitors for the petitioners.
International Patent Pulp and Paper Company, Limited.—By an order made by the M.R., dated Dec 4, it was ordered that the above company be wound up. Webster and Graham, Ely place, Holborn, solicitors for the petitioners.

La Guiboise, Limited.—Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to John Young, Tockhouse yard. Wednesday, Jan 28, at 12, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.

T. Oakes Condliff Beer and Aerated Water Company, Limited.—By an order made by the V.C., dated Dec 8, it was ordered that the above company be wound up. Ety, Liverpool, solicitor for the petitioner.

Creditors under 22 & 23 Vict. cap. 36.

Last Day of Claim.

FRIDAY, Dec 10, 1875.

Blackshaw, James, Alfreton, Derby, Gent. Feb 4. Thurman, Alfreton
Bulgin, Emma, Brixham, Devon. Jan 8. Brennand and Westmacott, BlandfordByrd, Herbert, Cheadle, Stafford, Grocer. Jan 15. Thacker, Cheadle
Dania, John, Rochdale, Lancashire, Gent. Jan 15. Stott and Son, Rochdale

Doubleday, Henry, Epping, Essex, Gent. Jan 31. Spence and Co, Hertford

Eyre, Martha, Sale, Cheshire. Jan 12. Hankinson, Manchester
Gamble, John, Leicester, Licensed Victualler. Jan 31. Stevenson, Leicester

Garnham, Barrington, Brighton, Gent. Jan 31. Stevens and Hazelwood, Brighton

Griffith, Walter, Guildford st, Surgeon. Feb 8. Sutcliffe and Summers, New Bridge st

Gumbridge, William Henry, Manchester, Machinery Agent. Feb 13. Wood, Manchester

Hayward, Ann, Long Wittenham, Berks. Feb 7. Bartlett, Abingdon

Jefferson, Richard Percival, Lower Seymour st, Portman square, Wine Merchant. Jan 7. Van Sandau and Cumming, King st, Cheapside

Kettlewell, Mary, Doncaster, York. Jan 26. Arundel, Pontefract

Kidd, Dixon, Cleekeaton, York, Painter. Jan 1. Curry, Cleekeaton

Marsden, James, Little Bolton, Lancashire, Cotton Spinner. Feb 1. Kuhlton and Co, Bolton

North, William John, Landport, Hants. Jan 17. King, Brighton

Pattillo, Stewart Rolland, H.M. ship Devoniation, Sub-Lieutenant R.N. Jan 10. Paterson and Co, Chancery lane

Rennie, Lucy, Broad Bunsdon, Wilts. March 1. Kinnair and Tombs, Swindon

Bankrupts.

FRIDAY, Dec. 10, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Aldhorn, Augustus, Regent st, Court Dress Maker. Pet Dec 9. Spring-Rice. Dec 21 at 2

Andrew, Jabez Henry, Ormside st, Old Kent rd, Packing Case Maker. Pet Sept 21. Pepps. Dec 21 at 1

England, Philip Newberry, Polygon, Somers town, Accountant. Pet Dec 8. Brougham. Dec 21 at 1

Fope, Albert, and Williams, Albert Embankment, Lambeth, Wholesale Exporters. Pet Dec 7. Hazlitt. Dec 21 at 12

Triada, Manuel Lopez, New Broad st, Stock Dealer. Pet Dec 7. Hazlitt. Jan 14 at 11

To Surrender in the Country.

Atherton, George, and Richard Atherton, Ince, Lancashire, Builders. Pet Dec 7. Woodcock. Wigan. Dec 21 at 12

Beasmont, Benjamin, and James Walker, Cleekeaton, York, Machine Makers. Pet Dec 6. Robinson. Bradford. Dec 21 at 12

Beck, Alfred, Birmingham, Iron Merchant. Pet Dec 6. Chauntler-Birmingham. Dec 23 at 11

Berton, Jonathan, Nottingham, Lace Manufacturer. Pet Dec 6. Fitchett. Nottingham. Dec 23 at 10

Fairfield, James, Birmingham, Bedstead Manufacturer. Pet Dec 8. Chauntler. Birmingham. Dec 23 at 11

Nowell, William, West Derby, Lancashire, out of business. Pet Dec 6. Watson. Liverpool. Dec 23 at 2

TUESDAY, Dec. 14, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Budley, John William Charles, Histon, Cornwall, Draper. Pet Dec 11. Chilcott. Truro. Dec 29 at 12

Jones, Thomas Cambrian, Cefn Mawr, Denbigh, Draper. Pet Dec 10. Reid. Wrexham, Dec 29 at 12
Penn, Thomas Sharnan, Bedford, Boot Manufacturer. Pet Dec 9. Pearse. Bedford, Dec 29 at 10.30
Russ, Edwin, Winchester, Hants, Wine Merchant. Pet Dec 11. Godwin. Winchester, Dec 30 at 1
Thomas, Josiah Lester, Leeds, Provision Dealer. Pet Dec 8. Marshall. Leeds, Jan 3 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, Dec. 14, 1875.

Hughes, William, Liverpool, Clerk. Dec 9

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, Dec. 7, 1875.

Aldridge, Walter, Bungay, Suffolk, Miller. Dec 20 at 2 at the Swan Inn, Harleston. Tillet, Norwich
Altham, Christopher, Morecambe, Lancashire, Butcher. Dec 28 at 11 at offices of Clark and Ogletorpe, Church st, Lancashire
Arrowsmith, Thomas, Altrincham, Cheshire, Provision Dealer. Dec 23 at 3 at offices of Hinde and Co, Mount st, Manchester
Ashbrook, Ralph, Warrington, Lancashire, Coal Dealer. Dec 17 at 3 at offices of Davies and Brook, Market place, Warrington
Bagnall, Scamless Francis, Walsall, Stafford, Milliner. Dec 20 at 3 at offices of Bill, Bridge st, Walsall
Bailey, Frank, Brighton, Sussex, Pork Butcher. Dec 16 at 3 at offices of Hardwick, Prince Albert st, Brighton
Barlow, George, Haslingden, Lancashire, Cotton Manufacturer. Dec 29 at 3 at offices of Dewhurst, Victoria st, Manchester
Barlow, John, Southwark st, Borough, Salesman. Dec 17 at 1 at offices of Baxter, Laurence Pountney hill
Beesley, John, Creethorpes, Lincoln, Corn Merchant. Dec 16 at 1 at the Royal Hotel, Waingate, Sheffield. Stephenson and Mountain, Great Grimsby
Bentley, William, and James Riley, Bradford, York, Woolcombers. Dec 20 at 11 at offices of Wood and Killick, Commercial Bank buildings Bradford
Benton, John Wheelodon, Old Chorlton, Kent, Gent. Dec 21 at 3 at offices of Slater and Pannell, Guildhall chambers, Basinghall st. Parry, Basinghall st
Betts, Robert Felix, Woodland rd, Stoke Newington, Assistant Warehouseman. Dec 20 at 10.30 at 121, Globe rd
Bloor, Joseph, Moulton, Cheshire, Grocer. Dec 18 at 11 at offices of Green and Dixon, Castle st, Northwich
Block, John, Gibraltar walk, Bethnal green, Ha'erdasher. Dec 16 at 3 at offices of Ager, Barnard's inn, Holborn. Harrison, Goldman st, Doctors' commons
Blown, Edward James, Dover, Kent, Trinity Pilot. Dec 20 at 12 at 98, Middle st, Deal. Drew, Deal
Brown, Ambrose, Leeds, Bookbinder. Dec 22 at 2 at offices of Bond and Barwick, Albion place, Leeds
Cudenhead, Robert, Sise lane, Bucklersbury, Commission Agent. Dec 17 at 2 at offices of Lewis, Gresham buildings, Basinghall st
Campbell, William Newell Orr, Bassett, Southampton, no occupation. Dec 20 at 3 at offices of Shuttle, Portland st, Southampton
Carter, Edward, Pearson st, Kingsland rd, Boot Manufacturer. Dec 22 at 12 at 31, Worship st, Finsbury. Vann
Cartledge, Charles, Hanley, Staff rd, out of business. Dec 16 at 4 at the Sea Lion Hotel, High st, Hanley. Ashmell, Hanley
Cartledge, Noah, Tunstall, Staff rd, Butcher. Dec 16 at 10.30 at offices of Hollinhead, Market st, Tunstall
Coffala, Spiridon, George Coffala, and Richard William Lough, Great Winchester st buildings, Merchants. Dec 20 at 2 at offices of Lewis and Co, Old Jewry
Clannett, Daniel, Manchester, Commission Agent. Dec 21 at 3 at offices of Jones, Princess st, Manchester
Claridge, Thomas Joseph, Poplham rd, Essex rd, Islington, Beer Restaurer. Dec 20 at 12 at offices of Shakespear, Essex st, Strand
Clegg, William Henry, Harpurhey, Lancashire, Printer. Dec 22 at 12 at offices of Hankinson, St James's square, Manchester
Coppas, George, Swansea, Glamorgan Plumber. Dec 18 at 11 at offices of Salmon and Henderson, Broad st, Bristol. Layson, Neath
Crabtree, Henry, Oswaldtwistle, Lancashire, Pawnbroker. Dec 17 at 11 at the Commercial Inn, Blackburn rd, Accrington. Radcliffe, Blackburn
Dabbs, James, Hanley, Stafford, Beerseller. Dec 21 at 3 at offices of Stevenson, Cheapside, Hanley
Dunn, Robert, Newcastle-upon Tyne, Provision Merchant. Dec 20 at 2 at offices of Eldon, Royal arcade, Newcastle-upon Tyne
Durnell, Charles, Birmingham, out of business. Dec 17 at 3 at the Swan Hotel, Dudley st, Wolverhampton. Parry, Birmingham
Easton, Douglas, Wythburn, Cumberland, Hotel Keeper. Dec 21 at 1 at offices of Wicks and Burn, Castlegate, Cockermouth
Edington, William, Spring st, Paddington, Jeweller. Dec 16 at 2 at offices of Lawrence, Godman st, Doctors' commons
Edmond, Benjamin Hudson, Leeds, Joiner. Dec 20 at 3 at Wharton's Hotel, Park lane, Leeds. Brown
Emerson, William, Tow Law, Durham, Ironmonger. Dec 17 at 13 at the Waterloo Hotel, Durham. Brignall, jun, Durham
Evans, Thomas, Chester, Mineral Water Manufacturer. Dec 17 at 12 at offices of Churton, Eastgate buildings, Chester
Felton, Charles, Birmingham, Nurseryman. Dec 20 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham
Field, James, Holme rd, York rd, Battersea, Labourer. Dec 15 at 2 at offices of Preston, King Edward st, Newgate
Fletcher, William, Wombwell, York, Shopkeeper. Dec 14 at 11 at offices of Marshall and Owsenworth, Church st, Barnsley
Gathers, John David, St Leonard's place, Back rd, Kingdand, Brot Maker. Dec 22 at 2 at offices of Heathfield and Son, Lincoln's inn fields
Gee, George, Wimbach St Mary, Cambridge, Farmer. Dec 17 at 13 at offices of Wilkin, Bridge House, Wimbach
Graveley, George, Leytonstone, Essex, Ship's Ironmonger. Dec 20 at 3 at the City Terminus Hotel, Cannon st. Holmes, Eastcheap

Greenwood, John, Heywood, Lancashire, Corn Miller. Dec 21 at 3 at the Clarence Hotel, Spring gardens, Manchester. Grundy and Co, Bury

Hamilton, John, Sunderland, Durham, Builder. Dec 20 at 3 at offices of Bell, Lambton st, Sunderland

Harsham, William, Liverpool, Boot Manufacturer. Dec 21 at 2 at offices of Beltinger, North John st, Liverpool

Harris, Henry, Southwark st, Solicitor. Dec 15 at 2 at offices of Childley, Old Jewry

Harris, John, Marine st, Bermondsey, Carman. Dec 22 at 3 at offices of Nind, St Benet place, Gracechurch st

Harrison, John, and Joseph Lloyd, Birmingham, Glass Merchants. Dec 16 at 11 at offices of Saunders and Branbury, Temple st, Birmingham

Hawkshaw, Christopher, Leeds, Flock Manufacturer. Dec 20 at 3 at offices of Craven, East parade, Leeds

Haynes, Joseph Bayley, Vauxhall bridge rd, Carman. Dec 21 at 3 at offices of Button and Co, Henrietta st, Covent garden

Hayward, Edward, Deal, Kent, Printer. Dec 31 at 11 at 98, Middle st, Deal. Drew

Hodges, James, Deal, Kent, Grocer. Dec 31 at 3 at 98, Middle st, Deal. Drew

Hodgson, George, Warmingham, Cheshire, Farmer. Dec 18 at 1 at offices of Iatham and Bygott, Market st, Crewe

Hodgson, Ralph, Crewe, Cheshire, Coal Merchant. Dec 13 at 3 at offices of Latham and Bygott, Market st, Crewe

Hollerton, James, Manchester, Assistant to a Wine Merchant. Dec 17 at 3 at offices of Edwards and Bintliff, Cheapside, Chapel walks, Manchester

Hollingworth, Charles, Cheltenham, Gloucester, Licensed Victualler. Dec 20 at 3 at offices of Fruen, Regent st, Cheltenham

Humphreys, James Charles, Borough rd, Southwark, Iron Merchant. Dec 15 at 11 at offices of Helger, Fournival's inn, Holborn

Hutchinson, William, Alendaw, Northumberland, Draper. Dec 23 at 10 at offices of Day, Hexham

Jackson, John Henry, Stockton-on-Tees, Durham, Druggist. Dec 31 at 3 at offices of Dodds and Co, Stockton-on-Tees

Jenkins, David Morris, Treherbert, Glamorgan, Chemist. Dec 20 at 2 at offices of Barnard and Co, Albion chambers, Bristol. Morgan, Cardiff

Johnson, George, Nottingham, Builder. Dec 21 at 12 at the Assembly Rooms, Low pavement, Nottingham. Gibson, Jun

Jones, Thomas, and Charles Henry Jones, Worcester, Grocer. Dec 20 at 3 at offices of Dale, Waterlout st, Birmingham

Jones, William, Flint, Publican. Dec 17 at 12 at offices of Boydell and Co, Pepper st, Chester

Jowett, John, Castleford, York, Grocer. Dec 21 at 2 at offices of Phillips, Carlton st, Castleford

Matnie, Edward Henry, Weaver st, Spicer st, Bethnal green, Dealer in Bidders. Dec 20 at 11 at offices of Anderson and Sons, Ironmonger lane

Miles, John William, Cardiff, Coachbuilder. Dec 21 at 3 at the New Inn Hotel, Gloucester. Morgan, Cardiff

Mills, George, Wick, Gloucester, out of business. Dec 21 at 2 at Chard's Hotel, Railway Station, Bath. Beckingham, Bristol

Mucklow, Frances, and Thomas Percival Mucklow, Birmingham, Chemists. Dec 16 at 3 at offices of Jacques, Cherry st, Birmingham

Mulcaster, John Wallis, Woolwich common, Kent, Schoolmaster. Dec 16 at 3 at the Cannon st Hotel. Farnfield, Queen Victoria st

Newman, Charles Louis William Marie Norris, Kennington park rd, Promoter of Public Companies. Dec 21 at 3 at offices of Kent, Red Lion court, Cannon st

Nicholls, James, Bermondsey st, Market Gardener. Dec 15 at 10 at 62, Castle st, Leicester square. Watson, Guildhall yard

Owens, Hugh, Greenfield, Holywell, Flint, Core Dealer. Dec 21 at 12 at the Queen's Commercial Hotel, Chester. Davies, Holywell

Page, John Offord, Dockhead, Beer Retailer. Dec 16 at 11 at 354, Cold Harbour lane, Brixton. Nind, St Benet place, Gracechurch st

Pearce, William James, Redruth, Cornwall, Travelling Draper. Dec 16 at 12 at the Red Lion Hotel, Truro. Trevena, Reiruth

Place, Elias, Monkwearmouth, Durham, Grocer. Dec 17 at 3 at offices of Fairbrough, West sunnyside, Sunner and

Price, Samuel Wall, Dowdall, Glamorgan, Inkkeeper. Dec 20 at 12.30 at offices of Simons and Piers, Church st, Merthyr Tydfil

Rennell, William, and William Preston, Redcliffe, Lancashire, Dyers. Dec 20 at 3 at offices of Smith and Boyer, Brackenose st, Manchester

Richardson, William Feale, Birmingham, Glass Manufacturer. Dec 20 at 11 at offices of Asunder, Union st, Birmingham

Rix, Nathaniel Victor, Royal Exchange buildings, Iron Merchant. Dec 20 at 2 at the City Terminus Hotel, Cannon st. West and King, Cannon st

Royle, Alfred, New King's rd, Chelsea, House Agent. Dec 16 at 1 at offices of Sydney, Red Lion square

Rowland, Robert William, Merrow st, Walworth, Builder. Dec 15 at 12 at offices of Pittman, Stamford st, Blackfriars rd

Salsbury, William Henry, Great Grimby, Lincoln, Snack Owner. Dec 16 at 11 at offices of Grange and Wingham, West St Mary's gate, Great Grimby

Sanders, Henry Frederick, High st, Stoke Newington, Tailor. Dec 23 at 11 at offices of Buchanan and Rogers, Basinghall st

Shurt, Henry, Preston, Lancashire, Boot Dealer. Dec 20 at 3 at offices of Fearnish, Cannon st, Preston

Singleton, Henry, Huddersfield, Lincoln, Miller. Dec 17 at 11 at offices of Dale, St Benedict's square, Lin coln

Slater, Samuel, Srepton, nr Kighley, York, Inkkeeper. Dec 21 at 3 at offices of Mal o'm, Park row, Leeds

Smith, Jee e, Jun, Langford, Bedford, Market Gardener. Dec 13 at 12 at the Swan Hotel, Biggleswade. Atkinson, Bedford

Smith, Frank, Henley, Stafford, Auctioneer. Dec 8 at 10.30 at the Adelphi Hotel, Jondargate, Macclesfield. Ward, Manchester

Smith, Walter Charles Fenton, Castleford, Rochdale, Lancashire, Surgeon's Assistant. Dec 23 at 3 at offices of March, Lord st, Rochdale

Sowerbuts, William, Nantwich, Cheshire, Shoe Manufacturer. Dec 21 at 10.30 at the Falstaff Hotel, Market place, Manchester. (Gsmm), Jun, Manchester

Spears, John, Halifax, York, Woolstapler. Dec 20 at 3 at offices of Rhodes, Horton st, Halifax

Spire, James, Cheltenham, Gloucester, Beerhouse Keeper. Dec 31 at 3 at offices of Fruen, Regent st, Cheltenham

Stehenson, Edward, Trinity square, Tower hill, Commission Agent. Dec 17 at 3 at offices of Morley and Shirrell, Palmerston buildings, Old Broad st

Sternar, Edward, Dewsbury, York, Wool Merchant. Dec 17 at 3 at the Royal Hotel, Dewsbury. Ibberson, Jun, Dewsbury

Stevens, Alfred Vance, Maddox st, Regent st, Composer. Dec 24 at 3 at offices of Beard and Son, Basinghall st

Stiff, James Stone, Sutton-at-Hone, Kent, Beer Retailer. Dec 9 at 1 at the Rose Hotel, Parade, High st, Canterbury. Gibson, Dartford

Stone, William, Kidderminster, Worcester, Lamp Dealer. Dec 17 at 3 at offices of Talbot, Church st, Kidderminster

Symonds, Joseph, Liverpool, Drapery Goods Dealer. Dec 21 at 11 at offices of Brabner and Court, North John st, Liverpool

Taylor, John, Tipton, Stafford, Boot Manufacturer. Dec 17 at 3 at offices of Warmington, Castle st, Dudley

Thompson, James, Thornbury, York, Grocer. Dec 15 at 11 at offices of Lees and Co, New Iregate, Bradford

Thornolds, John, Lichfield, Builder. Dec 21 at 1 at the George Hotel, Lichfield. Barnes and Russell, Lichfield

Tomlinson, Edward, Greek st, Soho, Printer. Dec 21 at 2 at offices of Lynch, Great James st, Bedford row

Tucker, Charles, Regent st, Lambeth walk, Cowkeeper. Dec 20 at 2 at offices of Apps, South square, Gray's inn

Turner, William Martin, Ashfield villas, Northumberland park, Tottenham, out of business. Dec 30 at 2 at offices of the Edmonton County Court. Peckham and Co, Knight Rider st

Tushaw, James, Chickensand st, Osborn st, Whitechapel, Saw Mills Proprietor. Dec 30 at 3 at offices of Lewis and Co, Old Jewry

Vale, Rev John Bartholomew, Oratwight Rectory, Norfolk. Dec 17 at 3 at offices of Stanley, Bank plain, Norwich

Walker, Hannah, Fleetwood, Lancashire, Hotel Keeper. Dec 20 at 3 at offices of Finch, Fox st, Preston

Walter, Dorina Aloyse, Scarborough, York, Schoolmaster. Dec 21 at 12 at the Bull Hotel, Scarborough. Anderson, York

Webster, George, and John Webster, Rochdale, Lancashire, Silk Spinners. Dec 17 at 4 at the Wheat Sheaf Hotel, Fennel st, Manchester. Standring, Rochdale

Wilkie, John Young, Woolwich, Kent, Hairdresser. Dec 16 at 12 at offices of Dutton, Churton st, Pimlico

Williams, John, Judd st, Euston rd, Gas Lamp Manufacturer. Dec 20 at 11 at offices of Buchanan and Rogers, Basinghall st

Wilson, Robert, Preston, Lancashire, Fruiterer. Dec 21 at 3 at offices of Forshaw, Cannon st, Preston

Witt, Gustavus Andreas, and Edward Buhlen, Fen court, Fenchurch st, Merchants. Dec 23 at 12 at the City Terminus Hotel, Cannon st, Crump, Philip lane

Witten, Samuel James, Upper Tooting, Surrey, Hairdresser. Dec 23 at 12 at the Robertson's Mercantile Offices, Broadway, Tooting

Jones, Wandsworth

FRIDAY, Dec. 10, 1875.

Ashpit, William James, Fisherton, Lincoln, Farmer. Dec 22 at 11 at offices of Page, Jun, Lincoln

Barfoot, Mark, Mold, Flint, Inkkeeper. Dec 22 at 3 at offices of Norton, Bridge st row east, Chester

Barnett, Benjamin Longridge, Fenchurch st, Coal Exporter. Dec 23 at 1 at offices of Stocken and Jupp, Lime st square

Baskitter, George, Lymm, Cheshire, Baker. Dec 20 at 11 at offices of Bretherton, Bank st, Warrington

Beryl, John, Barnsley, York, Provision Dealer. Dec 27 at 12 at offices of Freeman, Church st, Barnsley

Bickmore, Alfred James, Laurence Pountney lane, Cannon st, Engineer. Dec 22 at 3 at offices of Neal, Pinner's Hall, Old Broad st

Bithell, Thomas, Axon, Lancashire, Collier. Dec 23 at 11 at offices of France, Church gate, Wigan

Blagborough, Thomas, and John Waterhouse, Halifax, York, Wool Staplers. Dec 21 at 2 at the Queen's Hotel, Birmingham

Bull, Robert, Thornton Heath, Surrey, Commercial Traveller. Dec 20 at 3 at offices of Montagu, Buckenbury

Bunnett, Edward, Norwich, Director of Music. Dec 23 at 2 at offices of Overbury and Gilbert, Upper King st, Norwich

Calloway, Sarah, Birkenhead, Cheshire, Grocer. Dec 31 at 11 at offices of Lowe, Castle st, Liverpool

Choat, Charles, Church at north, West Ham, Engineer. Dec 23 at 3 at offices of George and Edwards, Wool Exchange, Coleman st. Gregory, Barbican

Coop, Robert, Jun, Oldham, Lancashire, Cotton Waste Dealer. Jan 4 at 3 at the Wheatstaff Hotel, Fennel st, Manchester. Ascroft and Sons, O dnam

Cooper, Henry, Sheffield, Jeweller. Dec 23 at 11 at offices of Webster, Harthead, Sheffield

Cox, Arthur, Whetstead, Suffolk, Farmer. Dec 21 at 2.30 at offices of Partridge and Greene, Crown st, Bury St Edmunds

Crisp, Charles, Middlesbrough, York, Butcher. Dec 20 at 11 at offices of Gibson and Wilkinson, Athenaeum chambers, Station st, Middlesbrough

Crooke, Benjamin, Bradford-on-Avon, Wills, Grocer. Dec 23 at 11 at the Town Hall, Bradford-on-Avon. Stone and Sparks

Curren, Robert, Latchford, Cheshire, Architect. Dec 21 at 3 at offices of Davies and Brook, Warrington

Curtis, William, Tiverton, Devon, Wheelwright. Dec 21 at 11 at offices of Hirtzel, Queen st, Exeter

Davies, Rees, Hawarden, Flint, Grocer. Dec 24 at 3 at offices of Ellis, Eastgate st, Chester

Denby, Holmes, Rawdon, York, Grocer. Dec 21 at 2 at offices of Pullan, Bank chambers, Park row, Leeds

Dixon, John, Huddersfield, York, Commission Agent. Dec 23 at 3 at offices of Leary and Co, Burton rd, Huddersfield

Doyle, John, Birmingham, Plasterer. Dec 20 at 12 at the Acon Hotel, Birmingham. Hiatt, Wellington

Duke, Mary Mathilde, Nettlet st rd, New cross rd. Dec 20 at 3 at offices of Houghton, St Helen's place

Dumaynes, Howell, Maesteg, Glamorgan, Grocer. Dec 23 at 11 at offices of Morgan, High st, Cardiff

Edge, Margaret, Bolton, Lancashire, Fish Dealer. Dec 21 at 2 at 16, Brackenose st, Manchester. Sowercroft, Bolton

Evans, John, Ystrafellite, Brecon, Farmer. Dec 17 at 1 at the Castle Hotel, Neath

Evans, Thomas, Wolverhampton, Stafford, Van Proprietor. Dec 21 at 1 at offices of Willcock, Queen's chambers, North st, Wolverhampton

Erington, George, Great Grimsby, Lincoln, Farmer. Dec 22 at 1 at the George Hotel, Whitefriargate, Hall. Grange and Winttingham, Great Grimsby

Feamore, George, Landport, Hants, Coal Merchant. Dec 24 at 11 at offices of Paice, Commercial rd, Landport. Walker, Landport

Fenton, William, Normanton, York, Tailor. Dec 23 at 2 at the Elephant and Castle Inn, Westgate, Wakefield. Stringer

Fleet, John, and Frederic Isaac Williams, Kildwick, York, Stuff Manufacturers. Dec 21 at 11 at offices of Terry and Robinson, Market st, Bradford

Gabbitt, John, Liverpool, Masses. Dec 23 at 3 at offices of Parkinson, Commerce court, Lord st, Liverpool

Gardner, John, Landport, Hants, Farmer. Dec 20 at 2 at offices of Edmonds and Co, High st, Southampton. Moore and Jackman, Lynton

Gibson, Thomas, Ferensby, York, Farmer. Dec 23 at 12 at offices of Hirst and Capes, Knarsborough

Gideon, Samuel, Bever, Welbeck st, Cavendish square, Wine Merchant. Dec 22 at 2 at offices of Welman, Great George st, Westminster

Goch, Simon Robert, Hercules buildings, Lambeth, Plumber. Dec 23 at 3 at offices of Cooper, Chancery lane

Hardy, George, Lincoln, no occupation. Jan 1 at 11 at offices of Tynbee and Larkin, Bank st, Lincoln

Heaton, Joseph John, and Charles Henry Hollingdrake, Bolton, Lancashire, Cotton Spinners. Dec 23 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Heaven, James, Cinderford, Gloucester, Builder. Dec 23 at 3 at offices of Baines, St John's lane, Gloucester

Henton, John, Aberdare, Glamorgan, Tailor. Dec 23 at 12 at offices of Linton, Canon st, Aberdare

Hepleshoe, William, Manchester, Grocer. Dec 21 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Hill, Christopher John, Barnsbury st, Islington, Builder. Dec 21 at 3 at offices of Carrity, Fenchurch st

Huckley, Robert, Brynmawr, Brecon, Grocer. Dec 29 at 3 at offices of Jones, Flogmore st, Abergavenny

Hirst, Andrew, Dewbury, York, Blanket and Woollen Manufacturer. Dec 22 at 3 at the Wellington Hotel, Dewsbury. Chadwick and Sons, Huddon, Marth, Leeds, Grocer. Dec 23 at 11 at offices of Hardwick, Infirmary st, Leeds

Hutchinson, William, Allendale, Northumberland, Draper. Dec 23 at 3 at offices of McAlm and Co, Grainger st west, Newcastle, in lieu of the place originally named

Jewons, Benjamin, Gospel End, Sedgeley, Stafford, Licensed Victualler. Dec 17 at 11 at offices of Stokes, Priory st, Dudley

Jesson, Allan, Huddersfield, York, Tobaccoist. Dec 19 at 11 at offices of Leyroed and Co, Huddersfield

Johnson, William, Northampton, Tailor. Dec 23 at 3 at offices of Bloomfield, Newland, Northampton

Jones, John, Wrexham, Denbigh, Auctioneer. Dec 24 at 2 at the Queen's Hotel, Chester. Sheratt, Wrexham

Lacy, Andrew, Nottingham, Innkeeper. Dec 20 at 12 at offices of Brittle, St Peter's gate, Nottingham

Lizwood, John Henry, Great Grimsby, Lincoln, Plumber. Dec 23 at 11 at offices of Grange and Winttingham, West St Mary's gate, Great Grimsby

Lockey, Henry George, Plymouth, Devon, Boot Maker. Dec 21 at 11 at offices of Weekes, Courtenay st, Plymouth

Longstaff, John, Stockton-on-Tees, Durham, Boot Manufacturer. Dec 23 at 12 at offices of Hutton and Soloway, High st, Stockton-on-Tees

Land, Matthew, and John Lund, Colne, Lancashire, Tailors. Dec 24 at 3 at offices of Sutcliffe, Grimsby-west st, Burnley

March, George, Birmingham, Outfitter. Dec 20 at 3 at offices of Parry, Bennett's hill, Birmingham

Marcus, Marcus Levin, Birmingham, Picture Frame Manufacturer. Dec 24 at 12 at offices of Eaden, Bennett's hill, Birmingham

Melnyer, Charles, Felling, Durham, Brick Manufacturer. Dec 23 at 11 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne

Metcalf, John, West Hartlepool, Durham, Carver. Dec 23 at 13 at offices of Simpson, West Hartlepool

Moore, William, Billiter st, Office Merchant. Dec 20 at 2 at offices of Walser, Abchurch lane

Nicholson, Samuel, Cardwell, Chorlton-on-Medlock, Lancashire, Printer. Dec 22 at 12 at offices of Hankinson, St James' square, Manchester

Oakley, James, Harwood, nr Bolton, Lancashire, Tea Dealer. Dec 23 at 3 at offices of Sawcroft, Town Hall square, Bolton

Olive, John, Stockport, Cheshire, Commission Agent. Dec 23 at 3 at offices of Newton, Warren st, Stockport

Petifer, Richard, jun, Crown st, Hamersmith, Plasterer. Dec 29 at 24 at offices of Tiley and Soames, Finsbury place south

Pollitt, William, Middlesbrough, York, Builder. Dec 20 at 3 at the Wellington Hotel, Albert rd, Middlesbrough. Teale, Middlesbrough

Porter, Leonard, Darlington, Durham, Grocer. Dec 23 at 11 at offices of Robinson, Chancery lane, Darlington

Reade, Thomas, jun, Barrow-in-Furness, Lancashire, Boot Manufacturer. Dec 23 at 11 at Sharp's Hotel, Strand, Barrow-in-Furness

Taylor, Barrow-in-Furness

Roberts, Charles James, Barrow-in-Furness, Lancashire, Printer. Dec 23 at 12 at the Victoria Hotel, Church st, Barrow-in-Furness. Jackson

Roper, Charles, Swansea, Glamorgan, Beerhouse Keeper. Dec 21 at 3 at offices of Woodward, Wind st, Swansea

Rose, Samuel, Gomersal, York, Carpet Weaver. Dec 22 at 10 at the Greyhound Inn, Birstal. Wooler, Batley

Schwartz, Emanuel, Nicholls square, Hackney rd, Plumber. Dec 29 at 3 at offices of Cooper, Chancery lane

Scott, John William, Eakine, and Frederic Southey, Great Tower st, Wine Merchants. Dec 23 at 2 at offices of Harrison, New Inn, Strand

Shelbrook, John Burgoyne, Mile end rd, Corn Merchant. Dec 21 at 2 at the Guildhall Tavern, Gresham st. Anning, Bucklersbury

Sheard, Samuel, Batley, York, Oil Merchant. Dec 30 at 3 at offices of Schofield and Taylor, Brunswick st, Batley

Simpson, William, Bristol, Draper. Dec 22 at 12 at offices of Williams and Co, the Exchange, Bristol. Brittan and Co, Bristol

Smith, George, Coalville, Leicester, Brick Maker. Dec 24 at 2 at offices of Fowke, Ann st, Birmingham

Smith, James, Wrexham, Denbigh, Innkeeper. Dec 23 at 1 at offices of Humphreys, Temple row, Wrexham

Smith, John, Kidderminster, Worcester, Grocer. Dec 22 at 3 at offices of Miller and Co, Church st, Kidderminster

Smith, Robert George, Old Broad st, Merchant. Dec 29 at 3 at offices of Ommamney, Coleman st

Staveley, John, Kilmick, York, Farmer. Dec 22 at 11.30 at offices of Shepherd and Co, Laigate, Beverley

Stevenson, Charles, Hove, Sussex, Grocer. Jan 3 at 12 at 7, Queen st, Chapside. Stuckey, Prince's place, Brighton

Stickland, George, Wimbome Minister, Druce, Market Gardener. Dec 10 at 11 at offices of Mooe, Wimbome Minister

Storey, Thomas, Leeds, Millwright. Dec 22 at 3 at offices of Lodge, Park row, Leeds

Strickson, David, Brant Broughton, Lincoln, Butcher. Dec 21 at 12 at the White Lion, South st, Sleaford. White, Grantham

Tatton, John Hopwood, Heaton Norris, Lancashire, Painter. Dec 22 at 3 at the Brunswick Hotel, Piccadilly, Manchester. Newton

Thomas, James, Colly, Goltzger, Glamorgan, Grocer. Dec 23 at 1 at offices of James, High st, Merthyr Tydfil

Von Sturmer, Rev Frederick, Hephall, Lincoln. Jan 3 at 12 at offices of Sampson, Marylebone rd

Wilson, Edwin, Heckmondwike, York, Tinner. Dec 24 at 10 at offices of Ince, Bank buildings, Heckmondwike

Wilson, Thomas Edward, Wallaseid, Northumberland, Cement Manufacturer. Dec 23 at 12 at the Queen's Head Hotel, Pilgrim st, Newcastle-upon-Tyne. Watson, Newcastle-upon-Tyne

Woodhead, George, Ayrton, and Joseph Holmes, Leeds, Bankers. Dec 32 at 2 at the Great Northern Railway Station Hotel, Wellington st, Leeds. Spirett

Wright, Peter, Runcorn, Cheshire, Licensed Victualler. Dec 22 at 1 at offices of Linaker, Bank chambers, Runcorn

Wright, William, Morryweather, Stockton-on-Tees, Durham, Printer. Dec 21 at 1 at Gray's Temperance Hotel, Clayton st, Newcastle-upon-Tyne. Richardson, Newcastle-upon-Tyne

TUESDAY, Dec. 14, 1875.

Adams, Henry, West Bromwich, Staff rd, Scran Iron Dealer. Dec 24 at 11 at offices of Lowe, Wolverhampton st, Dudley

Adamson, William Bowler, Newcastle-upon-Tyne, Chemist. Dec 24 at 11 at offices of Garbat, Collingwood st, Newcastle-upon-Tyne

Atkinson, George, Stockton-on-Tees, Durham, Tailor. Dec 29 at 11 at offices of Robinson, Chancery lane, Darlington

Barber, John, and Thomas Jackson, Macclesfield, Cheshire, Iron Founders. Dec 27 at 3 at offices of Birber and Jackson, Exchange chambers, Macclesfield

Beddfield, John, North Shields, Northumberland, Licensed Victualler. Dec 22 at 2 at offices of Hloye and Co, Collingwood st, Newcastle-upon-Tyne

Benjamin, David, West Hartlepool, Durham, Jeweller. Dec 29 at 12 at offices of Solomon, Colmore row, Birmingham

Birch, William, Yeaton, York, Greer. Dec 21 at 11 at offices of Middleton and Sons, Park row, Leeds

Bowen, John Morris, Mumbles, nr Swansea, Accountant. Dec 23 at 3 at offices of Woodward, Wind st, Swansea

Bullimore, John, Wolverhampton, Fruiterer. Jan 1 at 11 at offices of Barrow, Queen st, Wolverhampton

Burns, William, Alfreton, Derby, Slater. Dec 24 at 12 at offices of Wilson, Alfreton

Clarkson, Albert, Wesley Rocks, Stafford, Commission Agent. Dec 27 at 11 at 27, Chapside, Huxley

Cobb, John James, Cow cross st, West Smithfield, Grocer. Dec 24 at 3 at offices of Lewis, Wilmington square

Cooper, Walter, Birmingham, Factor. Dec 29 at 12 at offices of Parry, Bennett's hill, Birmingham

D'Albuquerque, Francisco Antonio Petron, Navarino rd, Dalston, Merchant. Dec 29 at 2 at the Guildhall Tavern, Gresham st. Tampion and Co, Fenchurch st

Danby, John, Scarborough, York, Livery Stable Keeper. Dec 30 at 3 at offices of Crowther, Newborough, Scarborough

Dav, John, Bruton, Somerset, Fishmonger. Dec 29 at 12 at offices of McCarthy, King st, Frome

Evans, Abraham, Wolverhampton, Stafford, Provision Dealer. Dec 31 at 11 at offices of Barrow, Queen st, Wolverhampton

Evans, Andrew, Salford, Lancashire, Poultry Dealer. Dec 29 at 11 at offices of Dawson, Ridgefield, Manchester

Evans, Leslie Charles, Inglestone, Leeds, Schoolmaster. Dec 29 at 2 at the Inns of Court Hotel, High Holborn. Peacock and Goddard, South square, Gray's Inn

Fall, Joseph, Wool, Dorset, Sargeant. Dec 23 at 12 at offices of Moore and Jackman, Lynton

Gillies, James, Sheffield, York, Hoeler. Dec 29 at 11 at offices of Binney and Sons, Queen st chambers, Sheffield

Gleeson, James, Wirksworth, Derby, Tailor. Dec 23 at 12 at offices of Harrison and Co, Beckett Well lane, Darby. Hextall

Haght, Joseph, Bradford, York, Cabinet Maker. Dec 24 at 10 at offices of Peel and Gaunt, Chapel lane, Bradford

Hallford, Charles Edward, Wednesbury, Stafford, Coach Ironwork Manufacturer. Dec 23 at 12 at offices of Smith, Walsall rd, Wednesbury

Halford, John Benjamin, jun, Wednesbury, Stafford, Coach Smith. Dec 23 at 10.30 at offices of Smith, Walsall rd, Wednesbury

Harcombe, Robert, Liverpool, Oil Merchant. Dec 30 at 3 at offices of Sheen and Broadhurst, North John st, Liverpool. Wilson, Liverpool

Hayward, David, Bolton, Lancashire, Watch Maker. Dec 28 at 3 at offices of Fielding, Bower's row, Bolton

Heaton, Joseph John, and Charles Henry Hollingdrake, Bolton, Lancashire, Cotton Spinners. Dec 23 at 4 at offices of Addleshaw and Warburton, King st, Manchester

Horne, William, Trinity rd, Bernersdore, Builder. Dec 29 at 3 at offices of Jones and Co, Tooley st, Southwark

Houghton, Charles, Runcorn, Cheshire, Boot Maker. Dec 29 at 2 at offices of Cartwright, Fapper st, Cheshire

Jackson, John, Manchester, Contractor. Dec 23 at 2 at offices of Chew and Son, Swan st., Manchester

Jackson, Joseph, Walsall, Stafford, Harness Furniture Coverer. Dec 28 at 11 at offices of Glover, Park st., Walsall

Keddie, John Sherrington, Totnes, Devon, Gent. Dec 28 at 11.30 at the Seven Stars Hotel, Totnes. Dawe, Plymouth

Keeler, Edward, Sheffield, Cutlery Manufacturer. Dec 24 at 11 at the Albert Hall, Barker's pool, Sheffield. Wake, Sheffield

Kirkham, William, Manchester, Contractor. Jan 3 at 3 at offices of Bent, Piccadilly, Manchester

Knight, George, Northwold, Norfolk, Harness Maker. Dec 24 at 2 at offices of Copeman, Downham market

Levington, Eliza Elizabeth, Gosport, Hants, Boot Maker. Dec 28 at 3 at offices of Blake, High st., Gosport

Linsley, George William, Leeds, Gunsmith. Dec 29 at 3 at the Queen's Hotel, Leeds. Ferns, Bank st., Leeds

Martins, Richard, King's cross rd., Butcher. Jan 4 at 12 at offices of Woodbridge and Sons, Clifford's Inn

Masted, Henry George, Northfleet, Kent, Commission Agent. Dec 24 at 4 at offices of Bushel, Bush lane

McDermid, Colin, Middlesbrough, York, Builders' Merchant. Dec 27 at 2 at Abbott's Railway Hotel, York

Moore, William, Ashton-upon-Mersey, Lancashire, Builder. Dec 29 at 3 at offices of Horner, Clarence st., Manchester

Morris, Thomas James, West Bromwich, Stafford, Boot Manufacturer. Dec 24 at 11 at offices of Jackson, Lombard st., West Bromwich

Morris, William, Tattenhall, Cheshire, Painter. Dec 29 at 12 at offices of Clifton, Eastgate buildings, Chester

O'Dowd, John Charles, Trefores, Glamorgan, Chemist. Dec 30 at 12 at offices of Thomas, Mill st., Pontypridd

Pitman, Simeon, Yeovil, Somerset, Glove Box Manufacturer. Dec 23 at 12 at offices of Glyde, John's st., Bristol

Pollard, John, Great Marsden, Lancashire, Beer Seller. Dec 28 at 3 at offices of Nowell, Hargreaves st., Burnley

Porter, John Henry, Great Yarmouth, Norfolk, Travelling Draper. Jan 3 at 11 at offices of Stone, Jun., Regent st., Great Yarmouth

Pratt, Charles Dormer, Stratford-upon-Avon, Warwick, Corn Merchant. Dec 23 at 12 at the Queen's Hotel, New st., Birmingham

Griffin, Birmingham

Priddy, Thomas Greensill, and John Hugo Walford, Droitwich, Worcester, Timber Merchants. Dec 28 at 12.30 at offices of Corbett, The Cross, Worcester

Fryer, George, Woodham Ferris, Essex, Farmer. Jan 5 at 12 at offices of Wyatt, Lincoln's Inn fields

Raymond, Henry, Yeovil, Somerset, Tailor. Dec 29 at 12 at the George Hotel, Trowbridge. Davies, Sherborne

Richards, Abel, Upon-on-Severn, Worcester, Gas Works Manager. Dec 24 at 3.30 at offices of Shaw, Pierpoint st., Worcester. Howfay and Holbourn, Brierley hill

Roberts, Ann, Chester, Woolen Draper. Dec 30 at 11 at the Clarence Hotel, Spring gardens, Manchester. Churton, Chester

Rowe, Thomas, Jun., Corn-ett, Durham, Draper. Dec 22 at 11 at offices of Bash, St Nicholas buildings, Newcastle-upon-Tyne

Russ, Edwin, Winchester, Wine Merchant. Dec 29 at 12 at the George Hotel, Winchester. Lee and Best, Winchester

Shuffrey, Thomas, Witney, Oxfordshire, Brewer. Dec 31 at 1 at the Marlborough Hotel, Witney. Ravenor, Witney

Siddons, Henry, Chester, Licensed Victualler. Dec 29 at 2 at offices of Massey, White friars, Chester

Sinkinson, James, Kendal, Westmorland, Wine Merchant. Jan 4 at 1 at offices of Arnold, Highgate, Kendal

Smith, James, Darlington, Durham, Auctioneer. Dec 24 at 11 at offices of Wooler, Priestgate, Darlington

Snell, Thomas George, Watlington rd., Paddington, Commercial Traveller. Dec 28 at 2 at offices of Halse and Co, Chapside

Speed, Joseph, Buckler, Flint, Carrier. Dec 29 at 11 at offices of Curwright, Pepper st., Chester

Stevenson, William, Nottingham, Maberdasher. Jan 4 at 12 at offices of Smith, Fletcher gate, Nottingham

Sutherland, Arthur Thomas, Derby, out of business. Dec 24 at 12 at offices of Briggs, Amen alley, Derby

Tanner, Richard, Frodesley, Salop, Farmer. Dec 29 at 3 at the Lion Hotel, Shrewsbury. Southern and Montford

Thorpe, Abraham, Hulme, Lancashire, Grocer. Dec 29 at 3 at offices of Mann, Cooper st., Manchester

Trotter, James, Bristol, Baker. Dec 23 at 3 at offices of Roper, Nicholas st., Bristol

Tyson, John Edward, Preston, Lancashire, Hairdresser. Dec 27 at 3 at offices of Forshaw, Cannon st., Preston

Wallis, John, Brighton, Sussex, Foreman at Coprolite Works. Jan 4 at 12 at offices of Elston and Burrows, Alexandra st., Cambridge

Walton, Francis Joshua, Hanley, Stafford, Hatter. Dec 24 at 11 at the Royal Hotel, Crews. Shires, Leicester

Weaver, Sydney Bacon, Compton st., Brunswick square, Oldman. Jan 3 at 11 at 8, Bedford row, Holborn. Shaen and Co

White, John, West Bromwich, Stafford, Seedsman. Dec 24 at 12 at offices of Jackson, Lombard st., West Bromwich

Williams, Henry Leir, Newport, Monmouth, Porter Merchant. Jan 7 at 1 at offices of Barnard and Co., Brittan and Co, Bristol

Williams, Mary Johanna, King's rd., Chelsea, Milliner. Dec 23 at 3 at offices of Kitch and Co, Cannon st.

Wilson, William, Newcastle-upon-Tyne, Hat Manufacturer. Dec 24 at 12 at the Queen's Head Hotel, Pilgrim st., Newcastle-upon-Tyne

Watson, Newcastle-upon-Tyne

Wood, John, and George William Watts, Taunton, Somerset, License d Victuallers. Dec 29 at 11 at offices of Trenchard, Registry place, Taunton

Woodward, John, Rochdale, Lancashire, Joiner. Dec 23 at 3 at offices of Standing, King st., South parade, Rochdale

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